

Order ID : ID04140005 Date: 06/09/2014 Date Amend 1: 06/27/2014 Date Amend 2: 11/12/2014 Date Amend 3: 02/24/2015	GSA Customer Account Manager (CAM) Jennifer Metcalf Phone: 404-331-2822 Email: jennifer.metcalf@gsa.gov
Client Organization: Office of Medicare Hearings and Appeals HQ, Information Management and Systems Division, Arlington, VA	Contracting Officer (CO) Melvin Bernard Fordham Phone: 228-813-4875 Email: bernard.fordham@gsa.gov
Project Title: Electronic Case Adjudication and Processing Environment (ECAPE)	Contracting Officer's Representative (COR): Frank Brindisi Phone: 703-235-0721 Email: frank.brindisi@hhs.gov
CLINs Structure: CLIN 0001: Support Services (Severable Services; Firm Fixed Price) CLIN 0002: Hosting Services (Severable Services; Firm Fixed Price) CLIN 0003: Data Migration (Severable Services; Labor Hours) CLIN 0004: ECAPE Capability Group A – Intake (Non-Severable Services; Firm Fixed Price) CLIN 0005: ECAPE Capability Group B – Adjudication (Non-Severable Services; Firm Fixed Price) CLIN 0006: ECAPE Capability Group C - Appellant Public Portal – Guest Registration (Non-Severable Services; Firm Fixed Price) CLIN 0007: ECAPE Capability Group D - Appellant Public Portal – Frequent Filers (Non-Severable Services; Firm Fixed Price) CLIN 0008: ECAPE Capability Group E - additional features and	Period of Performance (CLINs 0001, 0002, 0003, 0009, 0010, 0011 and 0012 Severable Services): Base Year: 05/01/2015-04/30/2016 or date of award Option Year 1: 05/01/2016-04/30/2017 Option Year 2: 05/01/2017-04/30/2018 Option Year 3: 05/01/2018-04/30/2019 Option Year 4: 05/01/2019-04/30/2020 Period of Performance (Non-Severable Services): CLIN 0004 ECAPE Capability Group A – Intake: To be completed 7 months from start-of task activation. Activation will occur in the base year of task order. CLIN 0005 ECAPE Capability Group B- Adjudication: To be completed NLT 14 months from activation CLIN 0006 Capability Group C – Appellant Public Portal for Guest Registration: To be completed NLT 8 months from activation CLIN0007 ECAPE Capability Group D - Appellant Public Portal for Frequent Filers: To be completed 18 months from activation CLIN 0008 ECAPE Capability Group E - additional features and capabilities, Optional: POP TBD Completion of CLINs 0004-0008 will not exceed Option Year 4 period of performance.

capabilities (Non-Severable Services; Firm Fixed Price) CLIN 0009: Technical Directions (Severable Services; Labor Hours and Non-Severable Services; Firm Fixed Price) CLIN 0010: ODCs Group A CLIN 0011: ODCs Group B CLIN 0012: Travel	
<input checked="" type="checkbox"/> Firm Fixed Price	<input checked="" type="checkbox"/> Severable
<input checked="" type="checkbox"/> Labor Hour	<input checked="" type="checkbox"/> Non-severable
<input checked="" type="checkbox"/> Time and Materials	
	<input checked="" type="checkbox"/> Fully Funded
<input checked="" type="checkbox"/> Performance Based	<input checked="" type="checkbox"/> Incrementally Funded

Amendment 3 is issued to update the period of performance for the severable services CLINs and change the start date of CLIN 0004 ECAPE Capability Group A – Intake. No other changes are made or implied.

Amendment 2 is issued to update the period of performance for the severable services CLINs. No other changes are made or implied.

Amendment 1 is issued to (1) mark Labor Hour as a task type, (2) correct 13.1 Kick-Off Meeting to fourteen (14) work days and (3) correct acronym PIV (Personal Identity Verification). No other changes are made or implied.

1.0 INTRODUCTION: Work is to be accomplished for the Office of Medicare Hearings and Appeals HQ, Information Management and Systems Division, Arlington, VA, herein referred to as Client(s), through the General Services Administration (GSA), Federal Acquisition Service (FAS), Assisted Acquisitions Services Division (AASD), Southeast Sunbelt Region.

1.1 Background: The Medicare Modernization Act of 2003 created the Health and Human Services (HHS) Office of Medicare Hearings and Appeals (OMHA) to simplify the appeals process and make it more efficient. OMHA's Administrative Law Judges (ALJ) hold hearings and issue decisions related to Medicare claim denials that reach Level 3 of the Medicare appeals process.

There are five levels in the Medicare appeals process:

- **Level 1** – Redetermination – Review of the initial determination by the 15-20 Medicare Administrative Contractors (MAC). The MACs use their own systems and send data to the Medicare Appeals System (MAS) through the life of the appeal.
- **Level 2** – Reconsideration - An independent review by the 3 Qualified Independent Contractors (QIC). The 3 QICs use their own systems for processing and also enter data into MAS at the beginning and end of the case for case control. They work electronically but currently print the case folder to send to OMHA.
- **Level 3** – ALJ hearing by OMHA – The system discussed in this notice is intended to be used by OMHA personnel and claimants at the Level 3 appeal stage. OMHA works primarily on paper entering data into MAS for case control. Attachment A in section 1.4 provides a high level description of OMHA's current workflow.
- **Level 4** – Appeals Council review by the Departmental Appeals Board (DAB). The DAB has their own case control system (the Automated Case Tracking System) and has little interaction with MAS.
- **Level 5** – United States District Court.

OMHA began processing appeals in 2005 and its workload has been continuously growing. From 2012 to 2013, OMHA's claims and entitlement workload grew from approximately 131,000 in 2012 to over 375,000 in 2013. In addition to the headquarters in Arlington, VA and OMHA Central Operations in Cleveland, OH, there are four field offices (Irvine, CA, Cleveland, OH, Arlington, VA and Miami, FL.) In total, OMHA currently has approximately 500 employees; this number is expected to grow to 750 in the base year, and increase in linear progression to 2,000 over the life of this contract; as part of this growth, the number of offices is expected to increase in proportion as well.

1.2 Objective: The Office of Medicare Hearings and Appeals HQ, Information Management and Systems Division, has a requirement for an automated solution that will meet the requirements and specifications of the Office of Medicare Hearings and Appeals (OMHA) utilizing a configurable Commercial Off-the Shelf (COTS) product(s). The solution provided will include the integration and customization of the proposed COTS product(s), interfaces to

existing HHS, CMS and other systems, hosting and recurring maintenance once the system is complete and help desk services.

1.3 List of Acronyms:

ACRONYM	DEFINITIONS
AASD	Assisted Acquisitions Services Division
ACAL	Associate Chief Administrative Law
ALJ	Administrative Law Judges
API	Application Programming Interface
APP	Appellant Public Portal
ATO	Authority to Operate
BIPA	Benefits Improvement and Protection Act
CALJ	Chief Administrative Law Judges
CAM	Customer Account Manager
CAT	Category
CI	Configuration Items
CLIN	Contract Line Item Number
CM	Configuration Management
CO	Contracting Officer
COR	Contracting Officer's Representative
COTS	Commercial Off-the Shelf
CPARS	Contractor Performance Assessment Reporting System
CSP	Cloud Service Provider
DAB	Departmental Appeals Board
ECAPE	Electronic Case Adjudication and Processing Environment
ECM	Enterprise Content Management
EPLC	Enterprise Performance Life Cycle
FAR	Federal Acquisition Regulation
FedRAMP	Federal Risk and Authorization Management Program
FISMA	Federal Information Security Management Act
FFP	Firm Fixed Price
FTR	Federal Travel Regulations
G&A	General and Administrative Expenses
GSA	General Services Administration
HHS	Health and Human Services
HHSAR	Health and Human Services Acquisition Regulation
ICD	Interface Control Document
IT	Information Technology
ITSS	IT Solutions Shop
ISSO	Information Systems Security Officer
ITIL	Information Technology Infrastructure Library
ITIO	IT Infrastructure & Operations
IV&V	Independent Verification and Validation
LH	Labor Hour

MAC	Medicare Administrative Contractors
MAS	Medicare Appeals System
MI	Management Information
MPR	Monthly Progress Reports
NLT	No Later Than
NTE	Not to Exceed
OCI	Organizational Conflict Of Interest
QCP	Quality Control Plan
OCR	Optical Character Recognition
ODC	Other Direct Costs
OEM	Original Equipment Manufacturer
QIC	Qualified Independent Contractors
PDF	Portable Document Format
PIV	Personal Identity Verification
PKI	Public-key Infrastructure
PMP	Project Management Plan
POA&Ms	Plan of Action & Milestones
PPI	Personally Identifiable Information
PPIRS	Past Performance Information Retrieval System
PWS	Performance Work Statement
RFH	Request for Hearing
RTM	Requirements Traceability Matrix
SAISO	Senior Agency Information Security Officer
SAM	System for Award Management
SLA	Service Level Agreement
SME	Subject Matter Expert
SOP	Standard Operating Procedures
T&M	Time and Materials
TIC	Trusted Internet Connection
TRR	Test Readiness Review
TTY	Text Telephone
UC	Unified Communications
US-CERT	United States Computer Emergency Readiness Team
VTC	Video Teleconference
WBS	Work Breakdown Structure
XML	Extensible Markup Language

1.4 List of Attachments: Attachments located in document **ID04140005 PWS Attachments.doc**.

2.0 SCOPE: This project covers the entirety of the Level 3 Medicare Appeal process. The Electronic Case Adjudication and Processing Environment (ECAPE) shall be based on one or more commercially available products, referred to in this document as COTS, that when integrated, provide a configurable, dynamic case management solution that provides dynamic

case and task assignment and workflow functionality providing an electronic environment to process and adjudicate appeals. The proposed core case management product must be offered as a standard commercial software product — not as private intellectual property (IP) from a consulting or system integration firm's IP library that is delivered in a professional services engagement.

The solution may include one or more COTS products, customization of the COTS products, custom code used to provide interfaces to other systems and any custom code required to meet the system's and user requirements. The solution shall be capable of configuration and customization by third party providers without the direct involvement of the original developer to meet OMHA's business process and requirements, and must support post-implementation configuration by OMHA staff. Content Management and Correspondence Generation capabilities shall be tightly integrated with the Workflow. In addition, capabilities to support Exhibiting, Decision Generation, Scheduling, an Appellant Public Portal, and management information/business intelligence shall be included into a comprehensive solution to provide an electronic environment to process and adjudicate appeals by OMHA. The solution shall be hosted using a FedRAMP compliant Cloud Service Provider. ECAPE shall be implemented using a collaborative, incremental and iterative development approach that expresses the principles of agile.

ECAPE is envisioned to be a comprehensive solution that will support fully electronic case adjudication of Medicare appeals. It shall allow OMHA to process appeals electronically from filing to closure. ECAPE shall automate several aspects of OMHA's business process, and is expected to have the following components:

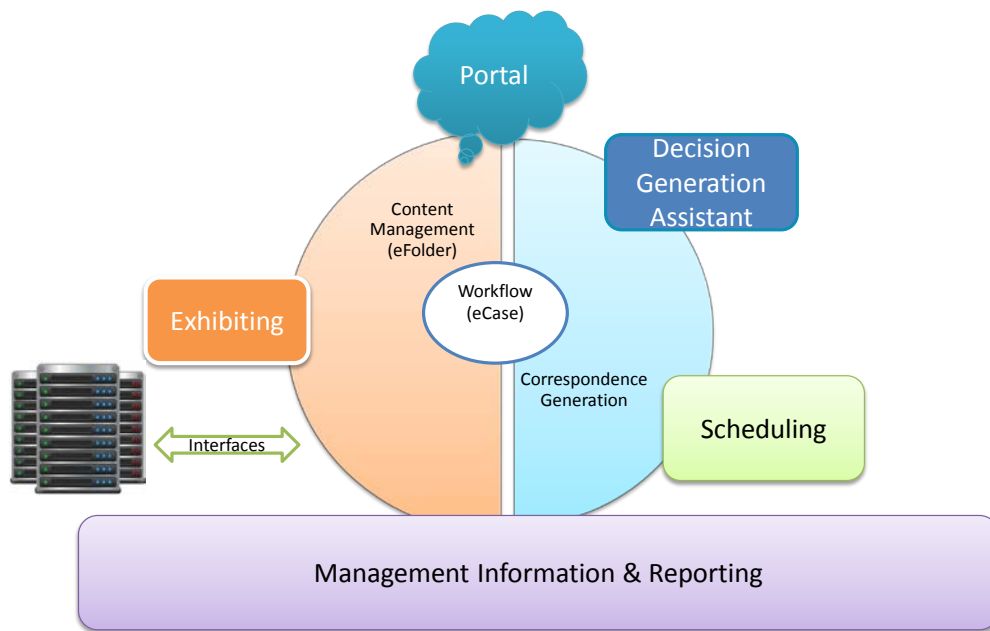


Figure 1 – ECAPE Components

- **Workflow (eCase):** Dynamic case management for supporting business processes and the associated data, routing content, assigning work tasks, managing workload and creating audit trails. The case management workflow delivers a complete set of rule-based, integrated composition technologies for managing the case processing in accordance with OMHA’s business rules and policies, and providing collaboration capabilities among all the resources — people, software systems and information — that participate in the adjudication process.
- **Content Management (eFolder):** Provides functionality to manage and control all content, such as documents, images and audio files, associated with the case. The Content Management component also includes functionality for Image Processing for capturing, transforming and managing images of paper documents as well as Record Management capabilities to ensure compliance with policy regarding record retention and disposition.
- **Correspondence Generation:** Manual and/or rule-based automatic creation of template based electronic and paper letters and forms used during the appeal process. This component includes the capability to create and manage templates. Correspondence generation is fully integrated into the workflow, and uses data stored in the system for completing letters and forms.

- **Exhibiting (Document Presentation):** Capability to excerpt portions of larger documents, add bookmarks and other annotations to documents and generate an exhibit list with links to exhibited documents. This includes splitting of large documents into smaller files, resorting and rearranging pages, multiple types of annotations and redaction capabilities.
- **Scheduling:** Integrated automatic and/or manual scheduling of appeal hearings. Capabilities include identifying participants and resources (rooms, Video Tele Conferencing (VTC) facilities etc.), sending paper and/or electronic calendar invites to parties and managing availability of resources.
- **Decision Generation Assistant:** Integrate legal logic, business rules, and an interactive process (including system prompts) in providing the user with a decision template that includes information and guidance to ensure legal sufficiency of the decision, based on data captured throughout the adjudication process.
- **Appellant Public Portal (APP):** A public facing, internet portal, integrated with ECAPE. The portal enables appellants to file requests for hearings and submit additional evidence on-line. The portal serves as a full two-way communication tool between OMHA and the appellant throughout the adjudication process, and allows authorized parties to check appeal status and view the case file.
- **Management Information and Reporting:** Robust and comprehensive reporting capabilities including on-demand and ad-hoc reports to support workload management monitoring, and analyzing activity progress and changes in and around processes. Comprehensive analytics to provide decision support or decision automation using predictive analysis or optimization technologies.

The ECAPE system shall be developed in five (5) distinct Capability Groups. One group comprises Intake processes. This group must be deployed first. A second group comprises Adjudication processes. The third group comprises Appellant Public Portal Guest Registration processes. This group can be deployed any time coincident with or after the Intake capability group. The fourth capability group comprises Appellant Public Portal Frequent Filer processes. This capability group can be deployed any time following the Appellant Public Portal Guest Registration group. The last capability group consists of additional functionality that OMHA may elect to add to ECAPE. Each item in the additional functionality group shall be priced separately, and may be developed and implemented concurrently with any of the preceding groups.

Attachment D: Appendix X: ECAPE Quality Attributes (see document ID04140005 PWS.doc) summarizes quality attributes that apply to all components implemented in the different capability groups defined in this PWS. These requirements may also appear in other sections of this document as well as in other attachments. This document shall be used as the

baseline for the content of the contractor's Service Level Agreements (SLA). Further the SLAs shall clearly define how metrics and measures are calculated. SLAs shall also include innovative penalty structures that incentivize performance. SLAs may need to be modified during the duration of task order performance; these modifications shall be accomplished through mutual agreement between the Government and the contractor.

3.0 CLIN 0001: Support Services (Severable Services Firm Fixed Price (FFP)): The contractor shall provide the following services:

3.1 Project Management: In order to ensure sound project performance and compliance with HHS 's Enterprise Performance Life Cycle, EPLC (see: <http://www.hhs.gov/ocio/eplc>) the contractor shall define, document, institute and maintain a project management approach that will plan, organize, staff and direct the efforts of the contractor as coordinated with OMHA and supporting organizations (i.e. the Cloud Service Provider) throughout the task order period. This project management approach shall be collaborative and iterative in nature, and be documented in a Project Management Plan (PMP) that includes:

- Change Management Plan
- Configuration Management Plan
- Risk Management Plan
- Requirements Management Plan
- Quality Management Plan
- Staffing Management Plan
- Work Breakdown Structure (WBS)
- Project schedule

The Project Management Plan, and its components, shall be developed and maintained by the contractor in accordance with EPLC guidelines and templates, and shall be available for the OMHA Project Manager and COR upon request. The contractor shall provide automated tools to support these functions and provide full access to such tools for the OMHA PMO.

The contractor shall prepare a Software Development Plan (SDP) that provides software processes to be followed and software metrics that will be used to manage the progress of solution development life cycle activities.

The contractor shall support the continuous updates and preparation of artifacts for EPLC Stage Gate reviews, and shall participate in the reviews to ensure proper approvals for each stage. Refer to <http://www.hhs.gov/ocio/eplc> for a list of deliverables for each stage of the EPLC.

The contractor shall provide monthly progress reports (MPR). The MPR shall provide a summary of actions and deliverables for the period, issues and risks and Earned Value Reports /burn rate, if applicable (CLIN 0003 or CLIN 0009) information for all activities performed during the reporting period. Additionally, the contractor shall prepare a Quarterly Program Review, providing OMHA executives with a summary briefing of accomplishments, issues and risks.

3.2 Security Authorization to Operate: The contractor shall work with OMHA and HHS staff to develop and update any artifacts necessary to obtain and maintain ECAPE's ATO, and shall facilitate and/or conduct any testing required to ensure proper security controls are implemented.

The contractor shall provide a solution that meets and maintains (continuous monitoring) the controls required by the Authorizing Official (i.e., get and maintain the ATO), as required by FISMA. While overall, per FIPS-199, ECAPE is categorized as a Moderate risk impact system, the PII may require some elevated controls to ensure confidentiality is maintained. The contractor shall apply the appropriate set of impact baseline controls for FIPS Moderate as required in NIST 800-53.

As required, additional security assessments and testing shall be performed and controls shall be updated to maintain the security level of ECAPE.

A POA&M to correct issues shall be maintained and addressed as needed, in coordination with OMHA and HHS security personnel and in accordance to established policy, guidelines and procedures. **Attachment E: POAM Management and Reporting Policy (see document ID04140005 PWS.doc)**

3.3 Engineering Support: The contractor shall be responsible for designing and documenting the ECAPE architecture and setting up the environments, (e.g. development, sand-box, testing, integration, training and production), and all necessary products and services, required to meet the OMHA business needs described in the PWS.

The Contractor shall prepare and document elements needed to produce, install, deploy and support the solution, including, but not limited to:

- Software design for all custom code
- ECAPE system architecture
- Network architecture and configuration design
- UI/UX Web design
- Error handling approach across the entire system
- External Interfaces design
- E-Authentication design and tools
- System security design
- Management information and reports design.
- A set of automated tests covering all custom code that can be run frequently as regression tests.

3.4 Documentation: The contractor shall provide all system documentation and address any customizations and configuration changes made to base products to meet OMHA needs. The contractor shall also deliver Operations and Maintenance Guide for the ongoing support of the system. As applicable, the contractor shall maintain these documents throughout the life of the project according to the time table in the deliverables list.

3.5 Configuration Support: The system shall be configurable by OMHA technical experts through administrative screens. The contractor shall provide configurable COTS product(s) to meet OMHA requirements and specifications. The contractor shall integrate and develop necessary customization of the proposed package(s) and the interfaces to existing HHS, CMS and other systems as described in **Attachment L: ECAPE Interface Descriptions**. (see **document ID04140005 PWS.doc**)

The contractor shall be available to configure the system until the end of the task. After initial configuration and customization, the contractor shall train OMHA technical experts to modify system configurations without the contractor's involvement. Ongoing configuration support and configuration training shall be provided through the end of the task to answer questions and provide advice training and support in configuring the system to meet the OMHA business needs.

Non-emergency configuration support shall be available during OMHA business hours from 6 am until 6 pm EST Monday through Friday.

3.6 Help Desk Services

1. After deployment of the first Capability Group , the contractor shall provide technical help desk support at tiers 1, 2 and 3 (per Information Technology Infrastructure Library (ITIL) definitions) to answer questions and resolve problems between 6 am and 9:30 pm EST Monday through Friday and 6 am through 6 pm on Saturday. This will be provided through the end of the task.
2. Federal holidays and the Saturday that falls on the weekend after a Friday or before a Monday holiday are excluded.
3. The contractor shall develop Standard Operating Procedures (SOPs) for the Help Desk to be delivered and accepted by the OMHA product owner. The SOP shall include procedures for issue categorization and prioritization, notification and escalation procedures.
4. The contractor shall develop a Service Level Agreement (SLA) with expected resolution time for each category, and methods to determine customer satisfaction.
5. All contractor provided help desk support will be used by OMHA internal employees, currently about 500 employees. The contractor shall not provide direct support to the users of the Appellant Public Portal (APP). Questions and problems reported by the public concerning APP will be directed to OMHA at this time and will be forwarded to the contractor, as needed.
6. All help desk support services provided to OMHA shall accommodate the communication needs of end users with disabilities, and shall be provided by one or both of the following options. If both options are provided, each must conform to the accessibility requirements.
 - a. A toll-free telephone number that is accessible to all OMHA support personnel. This shall include the availability of TTY (Text Telephone) access for support personnel who may require assistance for the hearing-impaired.
 - b. An internet-based web page that is accessible to all OMHA support personnel. This web site shall meet all of the requirements of Section 508 1194.22.

7. The contractor shall provide to OMHA problem tracking and resolution tools that allow for tracking problem status. This tool shall be used by both the OMHA ECAPE Project Team and the contractor to log and track problem tickets and their resolution. The tools shall have the ability to produce reports on a daily, weekly, monthly, yearly and on an ad hoc basis.
8. The OMHA ECAPE Project Team must have access to the problem tracking and resolution tools to post and update public portal problems.
9. The contractor shall develop and maintain scripts that will be used by the help desk to properly capture, identify and resolve issues.
10. The contractor shall document and record the problem and resolution steps and provide regular updates to the problem status. The ticket shall provide a full audit trail of the events and activities.
11. The problem ticket shall be closed out only when resolved per the SOP.
12. All problems tickets and their resolutions shall be logged and shared with the OMHA ECAPE Project Team.
13. When necessary, the contractor shall coordinate with other support organizations (e.g. HHS' IT Infrastructure & Operations (ITIO), MAS support, TIC, etc.) to resolve the problem tickets.
14. If a determination is made that an equipment or software malfunction is the result of hardware or software not covered under this task, the contractor shall document in detail the diagnostic steps taken in reaching this conclusion.
15. Requests for customization support will be provided to the contractor as part of the help desk problem ticket system for resolution by the contractor following the established Change Management Plan and process.

On a monthly basis, the contractor shall review the ticket logs to identify recurring or common events and submit the report to OMHA.

3.7 Maintenance Support: The contractor shall provide ongoing maintenance support and ensure that the implemented system is compatible with current software and hardware releases for the duration of the task. The contractor shall provide application design, development, testing and maintenance support needed post-deployment to ensure that the ECAPE system is reliable, efficient, accurate, maintainable and upgradeable. The contractor shall perform the following activities, including, but not limited to:

- Installing, incorporating, and testing updates (including patches and fixes) to COTS packages included as part of the solution, ensuring that such updates to those COTS packages (e.g., operating system upgrades, security patches) do not interfere with the performance, availability and functionality of the system solution. If the COTS updates do interfere with system usage, develop alternatives to allow continued system performance.
- Performing redesign activities that support required system functionality and performance.
- Modifying software support documentation when software maintenance changes take place.

- Debugging and resolving outages to maintain the required reliability and returning programs to production status.

Maintenance activities include, but are not limited to, corrective maintenance, adaptive maintenance, and preventive maintenance as defined in the glossary.

All maintenance activity shall be coordinated following the Change Management Plan and process developed by the contractor and approved by OMHA. The contractor shall provide OMHA reports listing any planned and/or completed maintenance activities, and update any documentation impacted from the maintenance actions.

3.8 Change Management Plan and Tools: The contractor shall implement the change management process described in the Change Management Plan that documents and tracks the necessary information required to effectively manage project change from project inception to delivery to include participation of the OMHA product owner in backlog prioritization. The Change Management Plan process shall establish an orderly and effective procedure for tracking the submission, coordination, review, evaluation, categorization, and approval for release of all changes to the project's baselines and coordinate customization requests/defect correction with the product owner and the help desk. The contractor shall provide the OMHA ECAPE project team access to any Change Management Tools used on the ECAPE project. The tools will be owned by OMHA. While these tools may initially be used in the contractor's environment, they shall be migrated to the Cloud Service Provider that will host the production environment for ECAPE by the contractor so that OMHA can fully utilize the tools and the data that is housed in them.

3.9 Configuration Management Plan and Tools: The contractor shall implement the configuration management process that is described in the Configuration Management (CM) Plan to document and inform project stakeholders about CM, what CM tools will be used, and how they will be applied by the project to promote success. The contractor shall provide a CM Plan that defines the methods for:

- Identifying, defining and base lining configuration items (CIs),
- Controlling modifications and releases of CIs, reporting and recording status of CIs and any requested modifications,
- Ensuring completeness, consistency and correctness of CI and
- Controlling storage, handling and delivery of the CIs.

The contractor shall provide the OMHA ECAPE project team access to any CM Tools used on the ECAPE project. The tools will be owned by OMHA. While these tools may initially be used in the contractor's environment they shall be migrated to the Cloud by the contractor so that OMHA can fully utilize the tools and the data that is housed in them.

(End of CLIN 0001)

4.0 CLIN 0002 Hosting Services (Severable Services Firm Fixed Price (FFP)): Hosting services are required throughout the entire life cycle to support development, testing, training

and production operations of ECAPE. The contractor shall provide the necessary facilities, equipment and technical support to meet all capacity and performance requirements, for each stage. The contractor shall include documentation of the proposed cloud architecture for HHS approval as part of the Network Architecture documentation provided in CLIN0001

The production instance of ECAPE, and any instance storing or processing PII, PHI, and/or other sensitive data, shall be hosted with a Federal Risk and Authorization Management Program (FedRAMP) certified Cloud Service Provider (CSP) that is approved to host and operate systems categorized at the FIPS-199 Moderate level, and must be able to obtain an ATO in accordance with NIST 800-53 Rev 4 and NIST 800-37 Rev 1.

To maintain FedRAMP certification, the contractor shall ensure that the CSP updates its security controls and supporting deliverables and submits them to the FedRAMP PMO as required by the latest edition of FedRAMP Cloud Computing Security Requirements Baseline¹ and FedRAMP Continuous Monitoring Requirements. The contractor and CSP shall provide updated deliverables and automated data feeds as defined in the FedRAMP Continuous Monitoring Plan.

The system and all associated data shall be portable to any hosting environment that OMHA would choose in the future. The production environment shall support continuous operations and include Disaster Recovery capabilities as identified in the capabilities matrix (RTO=24hr, RPO=1hr). To determine the best value, the contractor shall furnish cost proposals for an RTO of 24 hours and an RPO of one hour, two hours, three hours and four hours, or other alternatives the contractor recommends.

The contractor and cloud service provider (CSP) shall apply the appropriate set of impact baseline controls for FIPS Moderate as required in the FedRAMP Cloud Computing Security Requirements Baseline document to ensure compliance to security standards.

The contractor shall identify all data centers that the data at rest or data back-up will reside at. The contractor shall ensure that Federal information, other than unrestricted information, being transmitted from Federal government entities to external entities using cloud services is inspected by Trusted Internet Connections (TIC) processes.

The contractor shall ensure all data at rest and in transit is encrypted and all external transmission/dissemination to or from a Government computer shall be encrypted.

The contractor shall support dual factor method of authentication and authorization to allow designated personnel the ability to perform management duties on the system.

To the extent required to carry out the security assessment and authorization process and continuous monitoring, to safeguard against threats and hazards to the security, integrity, and confidentiality of any non-public Government data collected and stored by the Contractor, the contractor shall afford the Government access to the contractor's facilities, installations,

technical capabilities, operations, documentation, records, and databases.

If new or unanticipated threats or hazards are discovered by either the Government or the Contractor, or if existing safeguards have ceased to function, the discoverer shall immediately bring the situation to the attention of the other party.

The contractor shall also comply with any additional federal privacy requirements.

The Government has the right to perform manual or automated audits, scans, reviews, or other inspections of the vendor's IT environment being used to provide or facilitate services for the Government.

If the contractor chooses to run its own automated scans or audits, results from these scans may, at the Government's discretion, be accepted in lieu of Government performed vulnerability scans. In these cases, scanning tools and their configuration shall be approved by the Government. In addition, the results of contractor-conducted scans shall be provided, in full, to the Government.

Cloud Service Providers are required to report all computer security incidents to the United States Computer Emergency Readiness Team (US-CERT) in accordance with US-CERT "Incident Categories and Reporting Timeframes" in , Appendix J, Table J-1 of NIST SP 800-61 (as amended), "Computer Security Incident Handling Guide." Any Category (CAT) 1, CAT 2, or CAT 3 incident, must be reported immediately to their Information Systems Security Officer (ISSO) and the Senior Agency Information Security Officer (SAISO). Any incident that involves compromised Personally Identifiable Information (PII) must be reported to US-CERT within 1 hour of detection regardless of the incident category reporting timeframe.

For further information, NIST published SP800-86 Guide to Integrating Forensic Techniques into Incident Response. SP800-86 defines in a much more precise and specific way the procedures, issues and technologies required to move an incident from the point of discovery all the way through to resolution.

The contractor shall provide tools to monitor and measure performance, reliability, and availability as agreed in the Service Level Agreements. The SLAs may be modified by mutual agreement between the contractor and the Government. If the contractor believes modifications to SLAs are needed, then the contractor shall deliver its proposed SLA modifications to the Government no later than 60 calendar days prior to the production deployment of any capability group.

Cloud Facility Maintenance: The contractor is responsible for ensuring the cloud environment is properly configured and tuned for optimal operations. Any defects shall be corrected following the change management and configuration control processes established.

The contractor shall provide monthly availability, performance and utilization reports for each environment and resource forecast estimates for the current and next quarter. The contractor shall have sole responsibility to scale and tune the infrastructure, application(s), database(s), etc. to meet the agreed upon performance levels.

The contractor shall support OMHA and provide all necessary facility and infrastructure inputs and documentation to complete the security assessment and certification and accreditation of ECAPE.

(End of CLIN 0002)

5.0 CLIN 0003: Data Migration (Severable Services; Labor Hour): The contractor shall identify the data that will need to be transferred from MAS, ECM, and/or other systems, investigate the quality of that data and determine requirements for data cleansing, conversion and transformation. **Attachment L: ECAPE Interface Descriptions (see document ID04140005 PWS.doc)** provides a list of anticipated interfaces and data sources. The contractor shall develop a Data Migration Plan to define methods and processes to migrate the data that will be required to support ECAPE functionality. The contractor shall migrate all required data and shall identify, document, analyze and take corrective actions stemming from migration failures/anomalies/problems encountered during the migration of data.

Detailed data needs will be identified during the design of each capability group, however, **Attachment F: Appendix IX: ECAPE Anticipated Data Plan (see document ID04140005 PWS.doc)** provides the anticipated data plan. It is anticipated the following types of data conversion may be required:

1. **Appeal Backlog.** If the Request for Hearings (RFHs) continue to be received at the current rate, it is anticipated OMHA will have a large backlog of appeals that have been created (promoted) in MAS but have not been assigned to an ALJ team for adjudication. The data and case files for these appeals shall be transferred to ECAPE and the appeal process will begin at the appeal assignment step.
2. **Closed Appeals.** Appeals that have been completed and closed in MAS will, under some conditions, require reopening and processing in ECAPE.
3. **In Process Appeals.** If the implementation strategy calls for all appeals to be processed in ECAPE, then data from MAS for in-process appeals shall be extracted and loaded into ECAPE.
4. **Reference data and Tables.** Tables and data from MAS and/or other systems may be required for validations and other purposes in ECAPE.

The contractor shall be responsible to ensure all data conversion activities performed under this CLIN that are required for a successful implementation of a given capability group, are completed and synchronized with the deployment of that group.

(End of CLIN 0003)

6.0 CLIN 0004: ECAPE Capability Group A - Intake (Non-severable Services - Firm Fixed Price (FFP)):

ECAPE shall be implemented in multiple capability groups, each consisting of multiple iterations. Capability Group A – Intake, shall implement the OMHA Central Operations intake process from receipt of the Request for Hearing (RFH) to the generation of the Acknowledgement of Receipt letter and review of the case file for completeness. Due to OMHA's current appeal backlog this capability group shall be implemented prior to the implementation of the full appeals process to allow the backlog to start accumulating in ECAPE instead of MAS. The primary goals for this capability group are as follows:

1. Establish the hosting, network, and user authentication infrastructure required for ECAPE
2. Design and implement ECAPE's intake workflow.
3. Design and implement interfaces with MAS, CMS Enterprise Content Management (ECM) and other systems required to establish and maintain an appeal record in ECAPE.
4. Design and implement correspondence generation functionality to send Receipt of Acknowledgement Letter.
5. Design and implement scanning functionality.
6. Design and implement document and content management functionality.
7. Design and implement Management Information (MI) and reporting functionality and include workload management reports for OMHA's Central Operations Division.
8. Start the accumulation of appeals in ECAPE to decrease the volume of data to be converted from MAS.
9. Obtain necessary approvals and certifications for ECAPE to operate.

Attachment G: Appendix VI: OMHA Intake Description (see document **ID04140005 PWS.doc**) provides a description of the Intake process at OMHA that shall be completed as part of the capability group, and **Attachment K Appendix I ECAPE Capabilities by Group** (see document **ID04140005 PWS.doc**) includes a list of the system capabilities. The capabilities marked as High priority are required for this capability group, the Medium priority is highly desirable, and the Low priority capabilities are desired for this group.

6.1 Requirements Review and Identification: The contractor shall employ a collaborative, iterative agile-like methodology for systems design and development to ensure that the final product meets the needs of the OMHA user community. Working with the OMHA ECAPE project team, the contractor shall document and track detailed requirements using a requirements management tool that is accessible to the OMHA ECAPE project team. The contractor shall document bi-directional traceability in a separate Requirements Traceability Matrix (RTM) which is a task deliverable.

The contractor shall review the capabilities for this group with OMHA's Subject Matter Experts (SMEs), product owner, and the product owner representatives and identify specific requirements to be included in this group. The agreed to requirements shall constitute the scope that shall be delivered for this capability group.

6.2 Design: The contractor shall use design methodologies such as user stories, use case models and narratives, activity diagrams, screen mock-ups, workflows, etc. The contractor shall provide a sand-box environment to demonstrate features and capabilities of this capability group.

At the end of the design, the requirements will serve as a baseline to monitor work completed and value earned in each iteration of development of the capability group.

6.3 Development Cycle: The contractor, with OMHA's product owner and the product owner representatives, shall build each iteration and/or incremental deliverable, ensuring the iteration and/or incremental deliverable meets approved requirements. At the conclusion of each iteration, the contractor shall present and demonstrate the work completed to OMHA's product owner. The contractor shall test each iteration and/or incremental deliverable with participation of the OMHA ECAPE project team to include the OMHA product owner. The contractor shall combine each iteration and/or incremental deliverable with all relevant previously and concurrently completed iterations and/or incremental deliverables and test the individual and end-to-end integrations, as applicable.

The contractor shall be responsible for on-going coordination between the teams and with OMHA's project manager to continuously identify dependencies, constraints or any other issues that may impact the release. This coordination shall focus on any changes that may impact the integration of the work of the different teams, and eliminate any gaps or overlaps.

6.4 Interfaces and Data Import: Capability Group A – Intake shall include all external interfaces required to support the capabilities and design requirements of this group.

Attachment L: ECAPE Interface Descriptions (see document ID04140005 PWS.doc) provides a list of anticipated interfaces and the ECAPE capability group where they will be implemented. **Attachment L: ECAPE Interface Descriptions (see document ID04140005 PWS.doc)** provides a description of the appeal data in MAS for reference.

The contractor shall develop, test, implement and document the necessary ECAPE interfaces, coordinating the technical specifications with the interfacing parties and systems, including any data transformations, conversions and normalizations required to import the data from external systems into ECAPE. The contractor shall document the details of the interfaces in the Interface Control Document (ICD).

6.5 Testing: The contractor shall conduct integrated, end-to-end testing of the entire system for each capability group development effort. Testing shall include all interfaces that are part of the capability group as well as performance and load testing, and all other testing called out in the Contractor's Test Plan. Testing must include testing for erroneous inputs and stress testing to determine points of failure and failure modes. The contractor shall also provide infrastructure and support for User Acceptance Testing by the OMHA product owner and the product owner representatives to include usability testing. The contractor shall hold a Test Readiness Review (TRR) to include the OMHA ECAPE project team prior to starting User Acceptance Testing.

The contractor shall set up necessary testing environments and develop test data sets, and provide necessary manual and automated tools to conduct testing. The contractor shall also prepare test plans, scenarios and scripts that will be reviewed and approved by the OMHA product owner prior to the start of testing.

The contractor shall maintain and provide real-time test data, test logs, test data sheets and raw test data. In addition, testing shall also be accomplished using at least one set of data provided by OMHA. The contractor shall identify, document, analyze and take corrective actions stemming from discrepancies/anomalies/problems encountered during the testing of the system in accordance with the task.

During the testing, the contractor shall share daily test results with the OMHA ECAPE project team. Test reports shall be provided at the end of the testing cycle for each iteration. The contractor shall update the requirements traceability with the results of the testing, and provide a Final Test report for this phase to the product owner for sign-off and approval to implement the capability group.

6.6 Independent Verification and Validation (IV&V): OMHA will contract Independent Verification and Validation services to ensure the quality and conformance of system architecture, design, code, etc. in relation to defined specifications and industry standards. IV&V activities may be performed at any stage of the system development life cycle, and may take the form of real-time observation/inspection of in process activities, code reviews, document reviews, and other methods. The contractor shall cooperate with and support all forms of Verification and Validation activities and provide access to tools that contain the data needed by the IV&V personnel.

Any findings from IV&V shall be resolved in coordination with the OMHA Project Manager and COR, and the Contracting Officer, as required.

6.7 Implementation: The contractor shall prepare, in collaboration with the OMHA ECAPE project team, a detailed implementation plan (following the EPLC guidelines and template) in advance of the scheduled implementation of each capability group. The implementation plan shall address: physical requirements (equipment, connectivity, etc.), hosting scalability, training and preparation of the staff and data conversions.

6.8 Deployment: The contractor shall manage the deployment following the Change Management Plan and Configuration Management Plan, and using contractor provided automated tools to ensure smooth transition.

The contractor shall be responsible for ensuring the production environment is configured and tuned for optimal operations, and uses the correct configuration and software versions.

The contractor shall be responsible to ensure all data conversion activities (performed under CLIN003) required for a successfully implementation of this capability group, are completed and synchronized with the deployment of this group.

Software deployment, change management and configuration control practices shall support scheduled releases as well as patches and fixes to correct identified defects and urgent requirements.

(End of CLIN 0004)

7.0 CLIN 0005 ECAPE Capability Group B - Adjudication Task (Non-severable Services Firm Fixed Price (FFP)): Capability Group B- Adjudication shall implement the OMHA appeal adjudication process from assignment of the appeal to an ALJ through the closing of the appeal. The primary goals for Capability Group B - Adjudication are as follows:

1. Add workflow steps and functionality necessary to complete the appeal process within ECAPE, Schedule Hearing Review and Close Case.
2. Design and implement the use of electronic case files.
3. Design and implement the capability to generate exhibit list.
4. Design and implement the generation of additional correspondence **Attachment I: OMHA ECAPE Forms List (see document ID04140005 PWS.doc).**
5. Design and implement additional Medicare Appeals System (MAS) and CMS Enterprise Content Management (ECM) interfaces transactions required to notify Level 2 of scheduled hearings, close the case in MAS and store the Level 3 case file in ECM.
6. Expand Management Information (MI) capabilities to include reporting for added processes.

This Capability Group shall enable OMHA to manage electronically the entire adjudication process described in **Attachment H: Appendix VII: OMHA Adjudication Process Description (see document ID04140005 PWS.doc)**, and include capabilities for:

- **Outgoing e-mail and Electronic Correspondence:** OMHA requires methods to send electronic communications securely to appellants who request and consent to electronic communications. Appeal correspondence contains personally identifiable information (PII) and per HHS policy cannot be sent in unencrypted e-mail. The contractor shall propose a solution for securely sending communications to registered appellants, either using the Appellant Public Portal or using other methods that will ensure the security and privacy of the information.
- **Digital Signature:** ECAPE shall be capable of applying digital signatures (to all documents requiring signature) using PIV (Personal Identity Verification) certificates and real-time certificate validation at the time of signature against the designated CRL and/or OCSP validation servers. Digitally signed documents will at a minimum display the printed name of the electronic signer and the date when the signature was executed and record the metadata recommended for PKI (Public-key Infrastructure) Transaction-Specific Records in Section 4.10 of "Records Management Guidance for PKI Digital Signature Authenticated and Secured Transaction Records," March 11, 2005, National Archives and Records Administration (see <http://www.archives.gov/records-mgmt/policy/pki.html>). Since the preferred format for storing documents in the CMS Content Management System

is PDF (Portable Document Format), a solution using the capabilities built into Adobe Acrobat is acceptable. Everyone in the OMHA user community is currently provided with Adobe Acrobat XI Pro.

- **Machine Readable Response Forms:** OMHA requires that all outgoing correspondence, which requires a response, include some form of machine readable coding that, when scanned, will allow ECAPE to determine the type of response being received and the appeal to which it applies. This will allow for incoming paper correspondence to be scanned in the mailroom and attached to the correct appeal without human intervention.
- **Management Information and Reporting:** With the implementation of Capability Group B - Adjudication, OMHA requires a full featured Management Information and Reporting tools in order to create management reports and dashboards to manage day to day operations. Workload management reports shall be run against production data or data that is updated in real or near real-time.

OMHA requires the following types of Management Information and reporting capabilities be delivered with this ECAPE release:

1. Standard reports that can be scheduled to run on a reoccurring basis with report results available to all or selected members of the OMHA user community.
2. Standard reports that can be run on as needed based by all or selected members of the OMHA user community.
3. The ability for user to produce ad-hoc queries and reports.
4. Management dashboards that are automatically updated and have drill down capabilities.
5. The ability to download reports in multiple formats including PDF, XML (Extensible Markup Language) and CSV.
6. Reporting shall include both ECAPE and APP activity (if the capability group Public Portal Guest Registration has been deployed).

Attachment K Appendix I ECAPE Capabilities by Group (see document **ID04140005 PWS.doc**) includes a list of the system capabilities. The capabilities marked as High priority are required for this capability group, the Medium priorities are highly desirable, and the Low priority capabilities are desired for this group.

7.1 Requirements Review and Identification: The contractor shall employ a collaborative, iterative agile-like methodology for systems design and development to ensure that the final product meets the needs of the OMHA user community. Working with the OMHA ECAPE project team, the contractor shall document and track detailed requirements using a requirements management tool that is accessible to the OMHA ECAPE project team. The contractor shall document bi-directional traceability in a separate Requirements Traceability Matrix (RTM) which is a task deliverable.

The contractor shall review the capabilities for this group with OMHA's SMEs, product owner, and the product owner representatives and identify specific requirements to be included in this group. The agreed to requirements shall constitute the scope that shall be delivered for this capability group.

7.2 Design: The contractor shall use design methodologies such as user stories, use case models and narratives, activity diagrams, screen mock-ups, workflows, etc. the contractor shall provide a sand-box environment to demonstrate features and capabilities of this capability group.

At the end of the design, the requirements will serve as a baseline to monitor work completed and value earned in each iteration of development of the capability group.

7.3 Development Cycle: The contractor, with OMHA's product owner and the product owner representatives, shall build each iteration and/or incremental deliverable, ensuring the iteration and/or incremental deliverable meets approved requirements. At the conclusion of each iteration, the contractor shall present and demonstrate the work completed to OMHA's product owner. The contractor shall test each iteration and/or incremental deliverable with participation of the OMHA ECAPE project team to include the OMHA product owner. The contractor shall combine each iteration and/or incremental deliverable with all relevant previously and concurrently completed iterations and/or incremental deliverables and test the individual and end-to-end integrations, as applicable.

The contractor shall be responsible for on-going coordination between the teams and with OMHA's project manager to continuously identify dependencies, constraints or any other issues that may impact the release. This coordination shall focus on any changes that may impact the integration of the work of the different teams, and eliminate any gaps or overlaps.

7.4 Interfaces and Data Import: Capability Group B – Adjudication shall include all external interfaces required to support the capabilities and design requirements of this group.

Attachment L: ECAPE Interface Descriptions (see document ID04140005 PWS.doc) provides a list of anticipated interfaces and the ECAPE capability group where they will be implemented. **Attachment L: ECAPE Interface Descriptions (see document ID04140005 PWS.doc)** provides a description of the appeal data in MAS for reference.

The contractor shall develop, test, implement and document the necessary ECAPE interfaces, coordinating the technical specifications with the interfacing parties and systems, including any data transformations, conversions and normalizations required to import the data from external systems into ECAPE. The contractor shall document the details of the interfaces in the Interface Control Document (ICD).

7.5 Testing: The contractor shall conduct integrated, end-to-end testing of the entire system for each capability group development effort. Testing shall include all interfaces that are part of the capability group as well as performance and load testing, and all other testing called out in the Contractor's Test Plan. Testing must include testing for erroneous inputs and stress testing to determine points of failure and failure modes. The contractor shall also provide infrastructure

and support for User Acceptance Testing by the OMHA product owner and the product owner representatives to include usability testing. The contractor shall hold a Test Readiness Review (TRR) to include the OMHA ECAPE project team prior to starting User Acceptance Testing.

The contractor shall set up necessary testing environments and develop test data sets, and provide necessary manual and automated tools to conduct testing. The contractor shall also prepare test plans, scenarios and scripts that will be reviewed and approved by the OMHA product owner prior to the start of testing.

The contractor shall maintain and provide real-time test data, test logs, test data sheets and raw test data. In addition, testing shall also be accomplished using at least one set of data provided by OMHA. The contractor shall identify, document, analyze and take corrective actions stemming from discrepancies/anomalies/problems encountered during the testing of the system in accordance with the task.

During the testing, the contractor shall share daily test results with the OMHA ECAPE project team. Test reports shall be provided at the end of the testing cycle for each iteration. The contractor shall update the requirements traceability with the results of the testing, and provide a Final Test report for this phase to the product owner for sign-off and approval to implement the capability group.

7.6 Independent Verification and Validation (IV&V): OMHA will contract Independent Verification and Validation services to ensure the quality and conformance of system architecture, design, code, etc. in relation to defined specifications and industry standards. IV&V activities may be performed at any stage of the system development life cycle, and may take the form of real-time observation/inspection of in process activities, code reviews, document reviews, and other methods. The contractor shall cooperate with and support all forms of Verification and Validation activities and provide access to tools that contain the data needed by the IV&V personnel.

Any findings from IV&V shall be resolved in coordination with the OMHA Project Manager and COR, and the Contracting Officer, as required.

7.7 Implementation: The contractor shall prepare, in collaboration with the OMHA ECAPE project team, a detailed implementation plan (following the EPLC guidelines and template) in advance of the scheduled implementation of each capability group. The implementation plan shall address: physical requirements (equipment, connectivity, etc.), hosting scalability, training and preparation of the staff and data conversions.

7.8 Deployment: The contractor shall manage the deployment following the Change Management Plan and Configuration Management Plan, and using contractor provided automated tools to ensure smooth transition.

The contractor shall be responsible for ensuring the production environment is configured and tuned for optimal operations, and uses the correct configuration and software versions.

The contractor shall be responsible to ensure all data conversion activities (performed under CLIN003) required for a successful implementation of this capability group, are completed and synchronized with the deployment of this group.

Software deployment, change management and configuration control practices shall support scheduled releases as well as patches and fixes to correct identified defects and urgent requirements.

(End of CLIN 0005)

8.0 CLIN 0006 ECAPE Capability Group C - Appellant Public Portal (APP) - Guest Registration (Non-severable Services Firm Fixed Price (FFP)): The Appellant Public Portal (APP) is a public facing internet portal, integrated with ECAPE. The portal enables appellants to file requests for hearings and submit additional evidence on-line and it will ultimately serve as a full two-way communication tool between OMHA and the appellant throughout the adjudication process, allowing authorized parties to check appeal status and view the case file.

The full APP functionality will provide the following services to appellants:

1. File a Request for Hearing (RFH) by an unregistered appellant (guest)
2. File a Request for Hearing by a registered appellant
3. Check status of an appeal
4. View exhibit list and case file
5. Respond to Notice of Hearing
6. Read electronic correspondence
7. Upload additional documents
8. Request account
9. Maintain account
10. Add/maintain representative

Since these services have different security and authentication requirements, and assuming the implementation of security and authentication controls for the capability group APP Guest Registration are much simpler and, therefore, can be implemented faster, the total APP functionality shall be implemented in two Capability Groups:

- Capability Group C – APP Guest Registration shall provide capabilities for appellants to submit a Request for Hearing (RFH) and upload additional documents without requiring appellants to register and/or create an account.
- Capability Group D – APP Frequent Filers will add the rest of the services mentioned above.

8.1 Capability Group C – APP Guest Registration

This first phase is limited to providing appellants capabilities to file appeals using the APP. In this phase, appellants will not be required to create an account, and minimal required authentication of the submitter will be performed. The primary goals for capability group - APP Guest Registration are:

1. Allow appellants to submit RFH and additional documents electronically, and reduce the volume of paper arriving at OMHA's Division of Central Operations
2. Enable OMHA to accept RFH and supporting evidence submitted via the APP
3. Integrate the APP with the intake workflow at Central Operations
4. Expand Management Information (MI) and reporting functionality to include APP activity
5. Expand the security authorization of ECAPE as necessary to include submission of RFH by appellants
6. Deploy an inbound only public portal.

The contractor shall deliver this capability group, providing a secure, Section 508 compliant, public facing internet portal, integrated with ECAPE. The capability group shall include validation and verification of data entered by appellants, to the extent possible without providing any personal and/or sensitive information to the submitter during this phase. Appellants shall be alerted of any issues identified (e.g. untimely filing) and shall be provided guidance and opportunity to address them.

The portal shall provide an intuitive interface and extensive guidance and context sensitive help for appellants, regardless of their level of knowledge of the Medicare appeals process and terms. Appellants must be able to use the portal without any training,

Attachment J: Appendix VIII: Appellant Public Portal Description (see document **ID04140005 PWS.doc**) provides a description of the functions the capability group shall deliver, and **Attachment K Appendix I ECAPE Capabilities by Group** (see document **ID04140005 PWS.doc**) includes a list of the system capabilities. The capabilities marked as High priority are required for this capability group, the Medium priority is highly desirable, and the Low priority capabilities are desired for this group.

The APP shall have monthly availability of 99.95% from 5am - 3am EST, 7 days a week for appellant access, as defined in **Attachment J: Appendix VIII: Appellant Public Portal Description** (see document **ID04140005 PWS.doc**).

The contractor shall deliver the capability group – APP Guest Registration providing the capabilities needed to allow appellants to file an RFH without registration. An RFH may be submitted by:

- a. Beneficiary
- b. Beneficiary's Representative
- c. Estate of Beneficiary

- d. Provider of Services
- e. Provider's Representative
- f. State Medicaid Agency
- g. State Medicaid Agency's Representative

The portal shall capture all information required to establish an appeal in ECAPE based on forms CMS-20034 and CMS-5011 (see <http://www.hhs.gov/omha/forms/index.html>). The portal shall also provide capabilities for appellants to upload documentation to be included in the appeal, including any of the inbound forms listed on **Attachment I: OMHA ECAPE Forms List** (see document **ID04140005 PWS.doc**) and any other evidence. Documents uploaded may contain digital signatures and may fall into one of the following categories:

- a. Untimely Filing justification (good cause) and supporting evidence
- b. Submission of new evidence and justification (good cause) for submission
- c. Appointment of Representative (Form CMS-1696)
- d. List of claims being appealed (If multiple claims)
- e. List of Beneficiaries (If multiple beneficiaries)
- f. Assignment of Appeal rights (Form CMS-20031)
- g. Waiver of Right to ALJ Hearing (Form HHS-723)

All files uploaded from external sources shall be scanned for any viruses, worms or other malware. Any infected files shall be rejected and removed and the proper notification shall be sent to the filer.

Actions from the portal shall be integrated into ECAPE's workflow and content management applications. This task includes any changes required to the ECAPE workflow or other programs to allow OMHA staff to process requests and documents submitted from the portal. Management Information and reporting implemented with Capability Group A and/or B shall be expanded to include reports on APP activity.

8.2 Requirements Review and Identification: The contractor shall employ a collaborative, iterative agile-like methodology for systems design and development to ensure that the final product meets the needs of the OMHA user community. Working with the OMHA ECAPE project team, the contractor shall document and track detailed requirements using a requirements management tool that is accessible to the OMHA ECAPE project team. The contractor shall document bi-directional traceability in a separate Requirements Traceability Matrix (RTM) which is a task deliverable.

The contractor shall review the capabilities for this group with OMHA's SMEs, product owner, and the product owner representatives and identify specific requirements to be included in this group. The agreed to requirements shall constitute the scope that shall be delivered for this capability group.

8.3 Design: The contractor shall use design methodologies such as user stories, use case models and narratives, activity diagrams, screen mock-ups, workflows, etc. the contractor shall provide a sand-box environment to demonstrate features and capabilities of this capability group.

At the end of the design, the requirements will serve as a baseline to monitor work completed and value earned in each iteration of development of the capability group.

8.4 Development Cycle: The contractor, with OMHA's product owner and the product owner representatives, shall build each iteration and/or incremental deliverable, ensuring the iteration and/or incremental deliverable meets approved requirements. At the conclusion of each iteration, the contractor shall present and demonstrate the work completed to OMHA's product owner. The contractor shall test each iteration and/or incremental deliverable with participation of the OMHA ECAPE project team to include the OMHA product owner. The contractor shall combine each iteration and/or incremental deliverable with all relevant previously and concurrently completed iterations and/or incremental deliverables and test the individual and end-to-end integrations, as applicable.

The contractor shall be responsible for on-going coordination between the teams and with OMHA's project manager to continuously identify dependencies, constraints or any other issues that may impact the release. This coordination shall focus on any changes that may impact the integration of the work of the different teams, and eliminate any gaps or overlaps.

8.5 Interfaces and Data Import: Capability group C- APP guest registration shall include all external interfaces required to support the capabilities and design requirements of this group. **Attachment L: ECAPE Interface Descriptions (see document ID04140005 PWS.doc)** provides a list of anticipated interfaces and the ECAPE capability group where they will be implemented. **Attachment L: ECAPE Interface Descriptions (see document ID04140005 PWS.doc)** provides a description of the appeal data in MAS for reference.

The contractor shall develop, test, implement and document the necessary ECAPE interfaces, coordinating the technical specifications with the interfacing parties and systems, including any data transformations, conversions and normalizations required to import the data from external systems into ECAPE. The contractor shall document the details of the interfaces in the Interface Control Document (ICD).

8.6 Testing: The contractor shall conduct integrated, end-to-end testing of the entire system for each capability group development effort. Testing shall include all interfaces that are part of the capability group as well as performance and load testing, and all other testing called out in the Contractor's Test Plan. Testing must include testing for erroneous inputs and stress testing to determine points of failure and failure modes. The contractor shall also provide infrastructure and support for User Acceptance Testing by the OMHA product owner and the product owner representatives to include usability testing. The contractor shall hold a Test Readiness Review (TRR) to include the OMHA ECAPE project team prior to starting User Acceptance Testing.

The contractor shall set up necessary testing environments and develop test data sets, and provide necessary manual and automated tools to conduct testing. The contractor shall also

prepare test plans, scenarios and scripts that will be reviewed and approved by the OMHA product owner prior to the start of testing.

The contractor shall maintain and provide real-time test data, test logs, test data sheets and raw test data. In addition, testing shall also be accomplished using at least one set of data provided by OMHA. The contractor shall identify, document, analyze and take corrective actions stemming from discrepancies/anomalies/problems encountered during the testing of the system in accordance with the task.

During the testing, the contractor shall share daily test results with the OMHA ECAPE project team. Test reports shall be provided at the end of the testing cycle for each iteration. The contractor shall update the requirements traceability with the results of the testing, and provide a Final Test report for this phase to the product owner for sign-off and approval to implement the capability group.

8.7 Independent Verification and Validation (IV&V): OMHA will contract Independent Verification and Validation services to ensure the quality and conformance of system architecture, design, code, etc. in relation to defined specifications and industry standards. IV&V activities may be performed at any stage of the system development life cycle, and may take the form of real-time observation/inspection of in process activities, code reviews, document reviews, and other methods. The contractor shall cooperate with and support all forms of Verification and Validation activities and provide access to tools that contain the data needed by the IV&V personnel.

Any findings from IV&V shall be resolved in coordination with the OMHA Project Manager and COR, and the Contracting Officer, as required.

8.8 Implementation: The contractor shall prepare, in collaboration with the OMHA ECAPE project team, a detailed implementation plan (following the EPLC guidelines and template) in advance of the scheduled implementation of each capability group. The implementation plan shall address: physical requirements (equipment, connectivity, etc.), hosting scalability, training and preparation of the staff and data conversions.

8.9 Deployment: The contractor shall manage the deployment following the Change Management Plan and Configuration Management Plan, and using contractor provided automated tools to ensure smooth transition.

The contractor shall be responsible for ensuring the production environment is configured and tuned for optimal operations, and uses the correct configuration and software versions.

The contractor shall be responsible to ensure all data conversion activities (performed under CLIN003) required for a successfully implementation of this capability group, are completed and synchronized with the deployment of this group.

Software deployment, change management and configuration control practices shall support scheduled releases as well as patches and fixes to correct identified defects and urgent requirements.

(End of CLIN 0006)

9.0 CLIN 0007 ECAPE Capability Group D - Appellant Public Portal (APP) Frequent Filers (Non-severable Services Firm Fixed Price (FFP)): In this capability group, the contractor shall complete the functionality of the portal, and include all necessary controls to manage appellants' authentication and accounts. The contractor shall deliver a fully functional, tested and secure portal for two-way electronic communications between OMHA and appellants.

A key component of this phase is the implementation of capabilities for the identity proofing, registration, and maintenance of appellant credentials to support multiple e-Authentication levels (As specified in NIST 800-63 and other federal and HHS security policies and guidelines, see <http://www.hhs.gov/ocio/securityprivacy/index.html>), and ensure appellant access is limited based on their e-authentication levels and access permissions.

Authentication controls shall be established by OHMA with each APP function likely to have differing levels of controls. The contractor shall build these controls into the APP as part of the capability group. Authentication/ appellant registration/access will likely require the use of a two-factor authentication approach.

The portal shall provide an intuitive interface and extensive guidance and context sensitive help for appellants, regardless of their level of knowledge of the Medicare appeals process and terms. Appellants must be able to use the portal without any training,

Attachment J: Appendix VIII: Appellant Public Portal Description (see document **ID04140005 PWS.doc**) provides a description of the functions expected from the APP, and **Attachment K Appendix I ECAPE Capabilities by Group** (see document **ID04140005 PWS.doc**) includes a list of the system capabilities. The capabilities marked as High priority are required for this capability group, the Medium priority is highly desirable, and the Low priority capabilities are desired for this group.

All files uploaded from external sources shall be scanned for any viruses, worms or other malware. Any infected files will be rejected and removed.

Actions from the portal shall be integrated into ECAPE's workflow and content management applications. This task includes any changes required to the ECAPE workflow or other programs to allow OMHA staff to process requests and documents submitted from the portal. Management Information and reporting implemented with Capability Group A and/or B will be expanded to include reports on APP activity.

The contractor shall make any changes required to the ECAPE Certification and Accreditation package resulting from the capability group – APP Frequent Filer functionality to ensure continued ATO of ECAPE including the public portal.

9.1 Requirements Review and Identification: The contractor shall employ a collaborative, iterative agile-like methodology for systems design and development to ensure that the final product meets the needs of the OMHA user community. Working with the OMHA ECAPE project team, the contractor shall document and track detailed requirements using a requirements management tool that is accessible to the OMHA ECAPE project team. The contractor shall document bi-directional traceability in a separate Requirements Traceability Matrix (RTM) which is a task deliverable.

The contractor shall review the capabilities for this group with OMHA's SMEs, product owner, and the product owner representatives and identify specific requirements to be included in this group. The agreed to requirements shall constitute the scope that shall be delivered for this capability group.

9.2 Design: The contractor shall use design methodologies such as user stories, use case models and narratives, activity diagrams, screen mock-ups, workflows, etc. the contractor shall provide a sand-box environment to demonstrate features and capabilities of this capability group.

At the end of the design, the requirements will serve as a baseline to monitor work completed and value earned in each iteration of development of the capability group.

9.3 Development Cycle: The contractor, with OMHA's product owner and the product owner representatives, shall build each iteration and/or incremental deliverable, ensuring the iteration and/or incremental deliverable meets approved requirements. At the conclusion of each iteration, the contractor shall present and demonstrate the work completed to OMHA's product owner. The contractor shall test each iteration and/or incremental deliverable with participation of the OMHA ECAPE project team to include the OMHA product owner. The contractor shall combine each iteration and/or incremental deliverable with all relevant previously and concurrently completed iterations and/or incremental deliverables and test the individual and end-to-end integrations, as applicable.

The contractor shall be responsible for on-going coordination between the teams and with OMHA's project manager to continuously identify dependencies, constraints or any other issues that may impact the release. This coordination shall focus on any changes that may impact the integration of the work of the different teams, and eliminate any gaps or overlaps.

9.4 Interfaces and Data Import: Capability group D- APP Frequent Filers, shall include all external interfaces required to support the capabilities and design requirements of this group. **Attachment L: ECAPE Interface Descriptions (see document ID04140005 PWS.doc)** provides a list of anticipated interfaces and the ECAPE capability group where they will be implemented. **Attachment L: ECAPE Interface Descriptions (see document ID04140005 PWS.doc)** provides a description of the appeal data in MAS for reference.

The contractor shall develop, test, implement and document the necessary ECAPE interfaces, coordinating the technical specifications with the interfacing parties and systems, including any data transformations, conversions and normalizations required to import the data from external systems into ECAPE. The contractor shall document the details of the interfaces in the Interface Control Document (ICD).

9.5 Testing: The contractor shall conduct integrated, end-to-end testing of the entire system for each capability group development effort. Testing shall include all interfaces that are part of the capability group as well as performance and load testing, and all other testing called out in the Contractor's Test Plan. Testing must include testing for erroneous inputs and stress testing to determine points of failure and failure modes. The contractor shall also provide infrastructure and support for User Acceptance Testing by the OMHA product owner and the product owner representatives to include usability testing. The contractor shall hold a Test Readiness Review (TRR) to include the OMHA ECAPE project team prior to starting User Acceptance Testing.

The contractor shall set up necessary testing environments and develop test data sets, and provide necessary manual and automated tools to conduct testing. The contractor shall also prepare test plans, scenarios and scripts that will be reviewed and approved by the OMHA product owner prior to the start of testing.

The contractor shall maintain and provide real-time test data, test logs, test data sheets and raw test data. In addition, testing shall also be accomplished using at least one set of data provided by OMHA. The contractor shall identify, document, analyze and take corrective actions stemming from discrepancies/anomalies/problems encountered during the testing of the system in accordance with the task.

During the testing, the contractor shall share daily test results with the OMHA ECAPE project team. Test reports shall be provided at the end of the testing cycle for each iteration. The contractor shall update the requirements traceability with the results of the testing, and provide a Final Test report for this phase to the product owner for sign-off and approval to implement the capability group.

9.6 Independent Verification and Validation (IV&V): OMHA will contract Independent Verification and Validation services to ensure the quality and conformance of system architecture, design, code, etc. in relation to defined specifications and industry standards. IV&V activities may be performed at any stage of the system development life cycle, and may take the form of real-time observation/inspection of in process activities, code reviews, document reviews, and other methods. The contractor shall cooperate with and support all forms of Verification and Validation activities and provide access to tools that contain the data needed by the IV&V personnel.

Any findings from IV&V shall be resolved in coordination with the OMHA Project Manager and COR, and the Contracting Officer, as required.

9.7 Implementation: The contractor shall prepare, in collaboration with the OMHA ECAPE project team, a detailed implementation plan (following the EPLC guidelines and template) in

advance of the scheduled implementation of each capability group. The implementation plan shall address: physical requirements (equipment, connectivity, etc.), hosting scalability, training and preparation of the staff and data conversions.

9.8 Deployment: The contractor shall manage the deployment following the Change Management Plan and Configuration Management Plan, and using contractor provided automated tools to ensure smooth transition.

The contractor shall be responsible for ensuring the production environment is configured and tuned for optimal operations, and uses the correct configuration and software versions.

The contractor shall be responsible to ensure all data conversion activities (performed under CLIN003) required for a successfully implementation of this capability group, are completed and synchronized with the deployment of this group.

Software deployment, change management and configuration control practices shall support scheduled releases as well as patches and fixes to correct identified defects and urgent requirements.

(End of CLIN 0007)

10.0 CLIN 0008 ECAPE Capability Group E - Additional features and capabilities (Non-severable Services Firm Fixed Price (FFP)): The following list represents features and tasks for ECAPE that are to be priced separately. Each of these items may be funded separately at OMHA's discretion, and may be executed in parallel to other work. The functionality may be deployed with another ECAPE Capability Group or as a separate deliverable/phase.

For each item funded, the contractor shall identify and document requirements, design, develop, test and implement the functionality required, following the process and deliverables outlined in the different capability groups. If an item is executed and implemented as part of another capability group, the contractor can combine the deliverables into a single artifact. If executed separately, the same deliverables specified in CLINS 004 to 007 shall be provided.

10.1 Decision Generation Assistant

This functionality shall provide the user with a decision framework that includes information and guidance to ensure a legally sufficient decision is generated, based on data captured throughout the adjudication process by means of automatic population and manual user entry. An interactive case analysis process that incorporates system prompts shall guide the user, using the captured information while enforcing OMHA business rules and using built-in legal logic to ensure the decision framework includes the appropriate decisional elements (for example, the issues involved in the appeal and relevant legal authority). This functionality shall assist the user in locating and/or providing the relevant legal authority, including links to external sources.

10.2 Automated Scheduling

Automatic scheduling is an enhancement to the manual scheduling process. With manual scheduling, the user determines the time of the hearing and ensures the information is populated on the Notice of Hearings and the appropriate calendars are updated.

This enhancement shall provide automated scheduling of the hearing. ECAPE shall determine the best date and time for the hearing based on multiple factors such as:

- ALJ availability
- ALJ Profile and preferences (e.g. Preferred day for hearings, default duration)
- Appeal parties and characteristics
- Required resource availability (e.g. Hearing Room, VTC facility)

ECAPE shall recommend a hearing schedule for user approval. Once approved, the necessary information shall be populated on a Notice of Hearing, and the user's calendars shall be updated. This may require an interface with HHS's MS Exchange/Outlook to keep the user's calendar up to date.

10.3 Quality Review

The Quality Review process is an internal peer review process that uses a random sample of appeals. To start the process, the Quality Coordinator inputs attributes of the types of appeals the sample will be selected from and sampling parameters. Examples of attributes are appeal close date, appeal type, appeal status, and date ranges. Once the population of sample candidates is identified, ECAPE shall use these sampling parameters to calculate a valid sample size and then select a random sample of appeals for review. The Quality Coordinator will assign appeals to reviewers. The reviewers then conduct their reviews and input their results into ECAPE. Reports are generated detailing sampling results.

10.4 Automated Incoming Fax and e-Mail Processing

OMHA requires capabilities to automatically process incoming faxes and emails. Documents received via fax or email, need to be automatically parsed and added to the appeal case file in ECAPE. The Contractor shall implement a solution to electronically receive fax transmissions (eFax) and automatically process incoming emails, identify the correct appeal case and attach the received documents to the appeal. The workflow actions to follow the receipt of fax and/or email shall be built into the workflow implemented with Capability Groups A and B.

10.5 Enhanced Content Recognition of Scanned Documents

The ECAPE Phase I (Intake) task includes the reading of selected fields from the HHS Request for Hearing forms and populating that data into an ECAPE appeal record. This task is to enhance ECAPE's automated document recognition capabilities to include all OMHA incoming forms **Attachment I: OMHA ECAPE Forms List (see document ID04140005 PWS.doc)** as well as unstructured data on documents received and scanned into ECAPE. The intent of this

task is to automate the reading of Request for Hearing and other incoming correspondence to the maximum extent possible. Human intervention may need to be added to the scanning process to check scan quality and rescan as needed, check cleaning results, index images or select regions of interest to focus OCR.

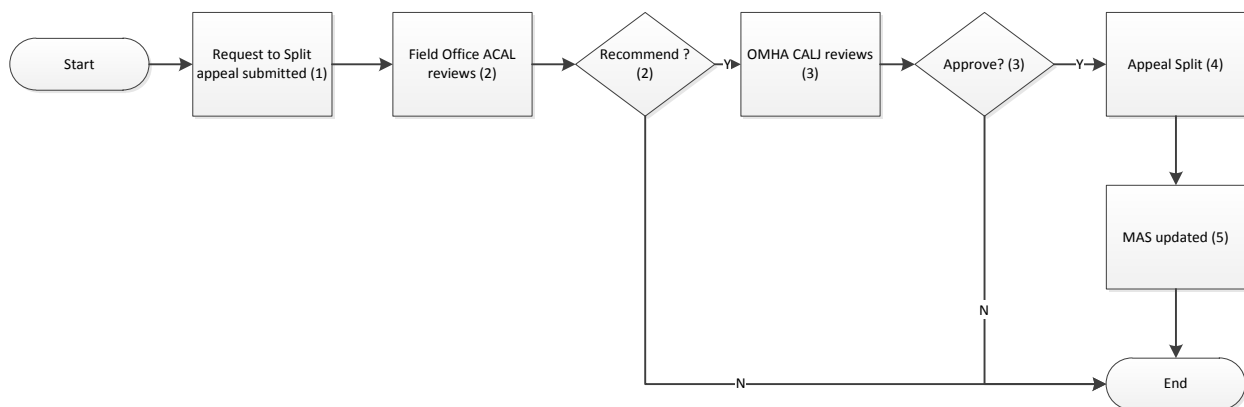
The primary goal of OCR for the Request for Hearing is to find the Level 2 appeal number and other appeal information within the unstructured request and create a new appeal record. For other incoming correspondence, the goal is to identify the Level 3 or Level 2 appeal number and automatically attach the scanned document to the correct appeal.

10.6 Central Print and Mailing

OMHA requires the capability to send documents generated by ECAPE to a centralized printing and mailing location. The centralized printing may take place within each OMHA field office, in a single field office, or could be sent to a bulk mailing contractor for printing and mailing. The central print solution developed for ECAPE shall support all 3 print options. The contractor shall propose a solution for scheduling, managing and securely sending documents for centralized printing.

10.7 Appeal Splitting

OMHA requires the capability to split appeals into two or more appeals. This process shall require an approval workflow as shown below, as well as an interface to MAS to pass the information about the new appeal(s) created as a result of the split. When an appeal is split, a new appeal is created and claims from the appeal being split are moved to the new appeal. Additional data, such as beneficiary, provider, parties etc. shall be copied to the new appeal from the original as needed. .



1. An ALJ team member submits a request to split an appeal, identifying the appeal to be split, the claims to be moved to the new appeal, and the justification for the split.
2. The field office Associate Chief ALJ (ACAL) reviews the request. If the ACAL recommends approval, the request is sent to the Chief ALJ for review. If the ACAL does not recommend approval the request is closed.

3. The OMHA Chief ALJ (CALJ) reviews the request. If the CALJ approves the split, ECAPE processes the split. If disapproved the request is closed.
4. ECAPE splits the appeal – a new appeal is created and all relevant data is moved and/or copied to the new appeal.

10.8 Management Reporting

In addition to the reporting capabilities included in Phases I & II to manage and analyze current workload as well as standard reports, OMHA requires advanced analytics and business intelligence tools for Process and Data Mining, Trend Discovery & Predictive Analysis. The contractor shall propose and price tools and the estimated effort to integrate with ECAPE. The contractor shall also propose solutions to enable OMHA to produce reports covering a period of 5 years at all times, including the period before ECAPE's deployment.

(End of CLIN 0008)

11.0 CLIN 0009 Technical Directions (Firm Fixed Price; Labor Hour; Non-Severable; Severable Services):

11.1 Training:

Customized training materials required for training OMHA's users and system administrators shall be prepared by the contractor with support from OMHA. The contractor shall conduct or participate in training sessions with OMHA business process subject matter experts (SME) as required, and shall work with OMHA to prepare and deliver training materials required to ensure staff readiness to use the system. Training shall be conducted at each OMHA field office. Approved travel expenses shall be billed separately under the Travel CLIN 0012.

The following training categories are expected:

- System Development Process training
- System Administration and Configuration Training
- COTS Product(s) Training
- Train-the-Trainer Training
- Hands-on User Training
- On-Site One-on-One Training

11.2 Modifications and Additions

Technical Directions may be issued to add or modify functionality or capabilities unknown at the time this task is awarded. In such instances, OMHA will request that the Contracting Officer issue a Technical Direction and obtain a quote from the contractor to provide the required solution(s).

The contractor shall prepare estimates or quotes to add or modify functionality and capability to ECAPE on OMHA's request. Technical Directions (TD) may include items such as training,

additional tailoring, configurations, customization, integration and/or software development for requirements that are not identified at the time this task is awarded. OMHA will review the estimates provided, and the Contracting Officer will issue the proper direction as deemed necessary.

For example, OMHA is evaluating several options for Unified Communications (UC) solutions. Once implemented, the UC will provide services to conduct audio and/or video teleconference hearings and record the hearings. OMHA may issue a TD for the Contractor to develop an interface for ECAPE to set and schedule audio and/or video teleconferences based on hearing schedules, provide users the ability to start and stop the recording from within ECAPE, and import the recordings of the hearings into ECAPE's content management and associate it to the appeal case file.

Specific training and technical directives cannot be established at this time; therefore a Not to Exceed (NTE) amount is being estimated as follows:

- Base Year: \$2,133,316.80
- Option Year One (1): \$2,308,519.40
- Option Year Two (2): \$1,046,212.80
- Option Year Three (3): \$537,616.46
- Option Year Four (4): \$559,764.97

(End of CLIN 0009)

12.0 PERFORMANCE CRITERIA MATRICES: (see document ID04140005 PWS.doc Attachment M: Performance Criteria Matrices)

13.0 DELIVERABLES: (see document ID04140005 PWS Attachments.doc Attachment N: Deliverables) All deliverables shall be delivered to the COR and/or CO no later than the dates specified or other Government-approved schedule. All deliverables become property of the U.S. Government.

13.1 Kick-Off Meeting. Within fourteen (14) work days following the contract award, the contractor shall schedule and attend a "kick-off" meeting to review the contract terms and conditions. The meeting location will be determined after award. The contractor shall provide meeting minutes to the GSA Contracting Officer no later than seven (7) work days after the meeting.

13.2 Quality Control. The contractor shall provide and maintain a Quality Control Plan (QCP). All records of inspections performed shall be retained and made available to the Government upon request throughout the contract performance period, and for the period after contract completion, until final settlement of any claims under this contract that contains, as a minimum, the items listed below to the GSA Contracting Officer (CO) for acceptance not later than ten (10) work days after award. The CO will notify the contractor of acceptance or required modifications to the plan. The contractor shall make appropriate modifications and obtain acceptance of the plan within thirty (30) calendar day from the date of award.

The QCP shall include the following minimum requirements:

- A description of the inspection system to cover all major services and deliverables. The description shall include specifics as to the areas to be inspected on both a scheduled and unscheduled basis, frequency of inspections and the title of inspectors.
- A description of the methods to be used for identifying and preventing defects in the quality of service performed.
- A description of the records to be kept to document inspections and corrective or preventative actions taken.

All records of inspections performed shall be retained and made available to the Government upon request throughout the contract performance period, and for the period after contract completion, until final settlement of any claims under this contract.

13.3 Project Management Plan. The contractor shall submit a Project Management Plan (MP) within 30 days of contract award, and then provide updates as required. The MP should provide a breakout of how each of the tasks under this contract will be supported, to include tracking and assessing progress on each task. This plan should provide ongoing insight into project status and accomplishments, and help to ensure that schedules and deliverables for each task are being met.

14.0 INSPECTION AND ACCEPTANCE: Inspection and acceptance will occur in accordance with FAR 52.246-4. In the absence of other agreements negotiated with respect to time provided for Government review, deliverables will be inspected and the contractor notified of the COR or Program Manager's findings within ten (10) work days of normally scheduled review. If the deliverables are not acceptable, the COR or Program Manager will notify the contractor immediately.

14.1 Quality Assurance: The Government will evaluate the contractor's performance of this contract. For those tasks listed in the Performance Matrix, the COR or other designated evaluator will follow the method of surveillance specified in this contract. Government personnel will record all surveillance observations. When an observation indicates defective performance, the client Project Manager or other designated evaluator will require the contractor manager or representative at the site to initial the observation. The initialing of the observation does not necessarily constitute concurrence with the observation. It acknowledges that the contractor has been made aware of the non-compliance. Government surveillance of tasks not listed in the Performance Matrix or by methods other than those listed in the Performance Matrix (such as provided in the Inspection clause) may occur during the performance period of this contract. Such surveillance will be done according to standard inspection procedures or other contract provisions. Any action taken by the CO as a result of surveillance will be according to the terms of the contract.

15.0 PLACE OF PERFORMANCE: The primary place of performance shall be at a Contractor-provided facility (space, furnishings, office and computer equipment, network

connectivity, etc.) of sufficient size and quality for the performance of this effort. The facility shall be located within 50 miles of the OMHA office, located at 1700 N Moore Street, Arlington, Virginia, 22209. The hosting facilities are excluded from the 50 mile requirement. The Government requirement to be within the stated mileage range of the OMHA office located at 1700 N Moore Street, Arlington, Virginia, 22209 is based on the need for close collaboration with the Government and contractors who will be located at the Government location. In addition to the OMHA services task order, the Verification and Validation will be supported through a separate contract. This contract staff will be located at the OMHA office. In order to facilitate implementation of the ECAPE, the proximity is required to be within the range specified.

16.0 KEY PERSONNEL: In accordance with HHSAR clause 352.242-70 Key Personnel, the contractor shall provide qualified personnel to fill the Key Personnel positions described below. One individual may fill one or more key positions. This is not an all inclusive list of key personnel. The contractor may propose additional key personnel.

Program Manager: The Program Manager shall be the Contractor's individual responsible for the entire Electronic Case Adjudication and Processing Environment project. The Program Manager shall oversee and authorize, on behalf of the Contractor, all actions taken during the course of the contract, including, but not limited to, overall life cycle program management, resource allocation, billing and invoicing, and meeting project milestone and objectives. The Program Manager shall oversee all other Key Personnel and shall be solely responsible for the overall Electronic Case Adjudication and Processing Environment project. The Program Manager shall work directly with the pre-designated OMHA staff and COR (Contracting Officer's Representative). Contractor shall submit PMP certification for the Program Manager.

Lead Technical Requirements Analyst: The Lead Requirements Technical Analyst will be responsible for identifying, documenting and tracking all requirements for ECAPE. The Lead Technical Requirements Analyst shall be responsible for ensuring business process integration into the Electronic Case Adjudication and Processing Environment. The Lead Technical Requirements Analyst must have substantive leadership experience managing requirements for a project that used an Agile-like iterative development process for a project of similar scope and complexity to ECAPE. The Lead Technical Requirements Analyst is the Contractor's requirements point-of-contact for the project.

Lead Technical Developer: The Lead Technical Developer shall be responsible for the integration of the Contractor's software solution. The Lead Technical Developer shall serve as the Contractor's technical point-of-contact for the project. The Lead Technical Developer must have substantive technical and management experience for a project that utilized the core COTS products for a project of similar scope and complexity to ECAPE. The Lead Technical Developer will be responsible for all configuration, customization, interfaces, data base design and administration, and architecture of the Contractor's solution. The Lead Technical Developer shall oversee and certify all testing of the Contractor software solution prior to installation throughout the life cycle, ensure that the software solution meets all of the agency's technical requirements, and proactively monitor the overall performance of the software for meeting all service levels and capacity planning purposes.

Lead Content Management Technical Developer: The Lead Content Management Technical Developer shall be responsible for the development, customization and configuration, and integration of the Contractor's Content Management and Document Presentation solution. The Lead Content Management Technical Developer shall serve as the Contractor's Content Management technical point-of-contact for the project. The Lead Content Management Technical Developer must have substantive technical and management experience for a project that utilized the proposed Content Management products and solutions for a project of similar scope and complexity to ECAPE.

The contractor agrees that during the first ninety (90) calendar days of the task performance period no key personnel substitutions shall be permitted unless such substitutions are necessitated by unavoidable circumstances such as: an individual's sudden illness or termination of employment. In any of these events, the contractor shall promptly notify the contracting officer and provide the information required by the paragraphs below.

If it should become necessary for the contractor to replace personnel in the aforementioned key personnel labor categories of the task, the contractor shall provide a written evaluation of the impact on the progress and continuity of the relevant task order that might result by replacing these personnel. After the initial ninety (90) day period, all proposed substitutions shall be submitted, in writing, at least fifteen (15) days, (thirty (30) days if security clearance is to be obtained), in advance of the proposed substitutions to the contracting officer.

17.0 CONTRACTING OFFICER'S REPRESENTATIVE (COR) DESIGNATION. Prior to task order award, the Contracting Officer will appoint a COR and issue a COR Appointment Letter stating the authority of the COR. The contractor will receive a copy of the written appointment letter.

Management of this task will primarily be performed by GSA through the COR. The COR will participate in project meetings, represent the CO in the technical phases of the work, and receive task order deliverables. The COR will provide technical assistance and clarification required for the performance of this task. The COR will not provide any supervision or instructional assistance to contractor personnel.

The COR is not authorized to change any terms or conditions of the task order. Changes in the task order requirements, price or terms and conditions can only be made by the CO via properly executed modifications to the task order.

18.0 HOURS OF OPERATION. OMHA's operating hours are 6:00 AM to 6:30 PM, with Headquarters and three (3) field offices currently in the Eastern Time zone and one (1) field office in the Pacific Time zone.

18.1 Observance of Legal Federal Holidays.

(a) The on-site Government personnel observe the following holidays:

New Year's Day
Labor Day
Martin Luther King, Jr.'s Birthday
Columbus Day
President's Day
Veterans Day
Memorial Day
Thanksgiving Day
Independence Day
Christmas Day

Any other day designated by Federal statute, Executive order, or the President's proclamation.

(b) When any holiday falls on a Saturday, the preceding Friday is observed. When any holiday falls on a Sunday, the following Monday is observed. Observance of such days by Government personnel shall not by itself be cause for an additional period of performance or entitlement of compensation except as set forth within the contract.

18.2 Physical Security of Government Property. The Contractor shall be responsible for the physical security of all materials and equipment, including property that they are utilizing.

18.3 Disclosure of Information: Information made available to the contractor by the Government for the performance or administration of this contract shall be used only for those purposes and shall not be used in any other way without the advance written agreement of the Contracting Officer. The contractor agrees to assume responsibility for protecting the confidentiality of Government records, which are not public information. Contractor or employee of the contractor to whom information may be made available or disclosed shall be notified in writing by the contractor that such information may be disclosed only for a purpose and to the extent authorized herein.

18.4 Security Clearances. Contractor personnel shall obtain Public Trust Level 5 clearance in accordance with FAR Clause 52.204-9. Any individuals that will have access to production databases shall obtain Public Trust Level 6 clearances. The clearances are not required prior to task award.

18.5 Problem Resolution. The contractor shall bring problems, or potential issues, affecting performance to the attention of the COR as soon as possible. Verbal reports shall be followed up with written reports when directed. This notification shall not relieve the contractor of the responsibility to correct problems for which they are responsible. The contractor shall work cooperatively with the Government to resolve issues as they arise.

19.0 GOVERNMENT FURNISHED EQUIPMENT, PROPERTY AND SERVICES. The Government will provide computers to contractor personnel whose tasking requires them to access the HHS network/ production system to provide maintenance and support.

20.0 CONTRACTOR FURNISHED ITEMS: Except for those items stated as Government furnished, the contractor shall furnish everything needed to perform each individual order according to all its terms.

21.0 REIMBURSABLE COSTS. The inclusion of reimbursable costs is a direct allocation of costs associated with support of this task. All reimbursable costs shall be in conformance with the task requirements and authorized by the COR and/or the GSA Senior Contracting Officer.

21.1 CLIN 0010 Other Direct Costs (ODCs) Group A (In support of CLINs 0001 – 0009, which may include software, software licenses, automated tools etc.): The Government requests the Offeror(s) provide an ODC estimate in their quote. The Offeror(s) shall provide a breakout of the ODCs to include description and cost.

As part of the ODCs, the contractor shall include in their quote a cost for unlimited licensing of the COTS products. This includes the right to install and operate the products in as many OMHA locations/installations, and as many users, as needed in the course of executing this task, including training, testing, and current and future operating locations for the life of the system.

If unlimited licensing is not available, state the terms under which the contractor is willing to provide a long-term (for 20 years following end of current task period) stable price for purchasing up to four (4) times the amount of licenses as proposed for the current task.

21.1.1 CLIN 0011 Other Direct Costs (ODCs) Group B : The contractor may be required to obtain supplies and/or materials and automated tools during the performance of this task. Those materials shall be associated with the overall functions being performed through this task. The contractor shall abide by the requirements of the FAR in acquiring supplies and/or materials. If a single item or aggregate item is anticipated to equal or exceed \$3,000, the CO or COR may require the Contractor obtain three (3) quotes from suppliers and include documentation of these quotes with his/her quote. Additionally, if the contractor furnishes materials that meet the definition of a commercial item at FAR 2.101, the price to be paid for such material shall not exceed the contractor's established catalog or market price, adjusted to reflect the quantities being acquired, and any modifications necessary because of task order requirements. The contractor must maintain files in such a manner that the Contracting Officer could review them upon request to ensure compliance with Federal procurement regulations. Specific ODCs cannot be established at this time; therefore a Not to Exceed (NTE) amount is being estimated (inclusive of G&A) as follows:

- Base Year: \$1,125,000.00
- Option Year One (1): \$1,125,000.00
- Option Year Two (2): \$1,125,000.00
- Option Year Three (3): \$1,125,000.00
- Option Year Four (4): \$500,000.00

(End of CLIN 0011)

21.2 CLIN 0012: Travel (In support of CLINs 0001 – 0009). Travel may be required to fulfill the requirements of CLINs 0001 – 0009. The contractor shall ensure that the requested travel costs will not exceed what has been authorized in the contract. Travel is to be reimbursed only in accordance with the Federal Travel Regulations and Federal Acquisition Regulations 31.205-46. Profit shall not be applied to travel costs. All travel shall be approved and authorized in advance in writing by the COR or CAM or GSA Contracting Officer in accordance with **Attachment O: Travel Authorization Form (see document ID04140005 PWS.doc)**. Travel shall be in compliance with the task order and all other applicable requirements. Travel request shall be submitted through GSA's electronic system (ITSS) for official approval or other means approved by CO.

An electronic copy of a Travel Expense Summary **Attachment P: Travel Expense Summary (see document ID04140005 PWS.doc)** and approved request form **Attachment O: Travel Authorization Form (see document ID04140005 PWS.doc)** shall be submitted with the invoice.

Locations and duration of travel cannot be established at this time; therefore a NTE amount is being estimated (inclusive of G&A) as follows:

- Base Year: \$50,000.00
- Option Year One (1): \$75,000.00
- Option Year Two (2): \$50,000.00
- Option Year Three (3): \$25,000.00
- Option Year Four (4): \$25,000.00

(End of CLIN 0012)

22.0 PERSONAL SERVICE: GSA will not issue orders to provide services prohibited by **FAR Part 37.1**. The administration and monitoring of the contractor's performance by GSA or the Contracting Officer's Representative shall not be as detailed or continual as to constitute supervision of contractor personnel. Government personnel may not perform any supervisory functions for contractor personnel, such as interviewing, salary discussion, appraising individual performance, scheduling leave or work, or directing how to perform work.

GSA meets the needs of its clients for support through non-personal services contracts/task orders. To counter the circumstances that infer personal services and to preserve the non-personal nature of the contract/task order, the contractor shall adhere to the following guidelines in the performance of the contract.

- a. Provide for direct supervision of all contract employees assigned to the contract.
- b. Refrain from discussing the issues such as skill levels and hours, salaries, cost and funding data, or administrative and personnel matters affecting contractor employees with the client.

- c. Ensure close communication/coordination with the GSA Customer Account Manager and/or GSA Contracting Officer, reporting problems to them as they occur (not waiting for a meeting).
- d. Do not permit Government officials to interview potential contractor employees, discuss individual performance, approve leave or work scheduling of contractor employees, terminate contractor employees, assist contractor employees in doing their jobs or obtain assistance from the contractor in doing Government jobs.
- e. Do not assign contractor personnel to work under direct Government supervision.
- f. Maintain a professional distance from Government employees.
- g. Provide contractor employees with badges, if appropriate, identifying them as contractors.
- h. Ensure proper communications with the Government. Technical discussions and Government surveillance are acceptable, but the Government cannot tell the Contractor how to do the job.
- i. Assign a task leader to the contract. The task leader or alternate shall be the only one who accepts tasking from the assigned Government point of contact or alternative.
- j. When travel is required for the performance on a task, contractor personnel are only to travel as directed by their contract management.

23.0 PAST PERFORMANCE INFORMATION. The Government will provide and record Past Performance Information for acquisitions over \$150,000 utilizing the Contractor Performance Assessment Reporting System (CPARS). The CPARS process allows contractors to view and comment on the Government's evaluation of the contractor's performance before it is finalized. Once the contractor's past performance evaluation is finalized in CPARS, it will be transmitted into the Past Performance Information Retrieval System (PPIRS).

24.0 PRIVACY ACT. Information required by the contractor to perform the duties under this effort is considered sensitive information and appropriate safeguards shall be implemented. All contractor personnel assigned to this contract will have access to information that is subject to the Privacy Act of 1974. The Contractor is responsible for ensuring all contractor personnel are briefed on Privacy Act requirements.

25.0 LITIGATION COOPERATION. In order for the Government to comply with potential information preservation and production obligations under, for example including but not limited to, the Freedom of Information Act and litigation-related evidence preservation requirements, the Contractor's solution shall, inherently and without additional cost to the Government, enable the Government to preserve (protect from deletion or spoliation), retain, and produce records in the records' entirety as well as provide a convenient and user-friendly means of documenting and authenticating after the fact that such steps (preservation, retention, and/or production) have been implemented. Any media used for backup of records associated with the ECAPE solution shall similarly be capable of being preserved by the Contractor upon request from GSA. The Contractor shall not provide records to non-GSA or non-HHS individuals, groups, or organizations making records requests to the Contractor unless first directed to do so by the GSA Contracting Officer.

26.0 INVOICES AND PAYMENT INFORMATION.

26.1 Payment Information. The Contractor shall provide the following payment information for GSA use. It must be an exact match with the information under the task number in the ITSS Contract Registration (not the Contractor's company or individual representative's registration) as well as with the information under the Contractor's Data Universal Numbering System (DUNS) number in the System for Award Management (SAM)), <http://www.sam.gov>. Mismatched information will result in rejected payments.

- a. Company Name – Legal Business Name and Doing Business As (DBA) Name
- b. Mailing Address – Contact and Address Information
- c. Remittance Address – Remit To Address Information
- d. Employer's Identification Number – Federal Tax ID
- e. DUNS (Data Universal Numbering System)

26.2 Invoice Information. The Contractor shall provide the following information on each invoice submitted to ITSS and GSA's finance center.

- a. Invoice Number – do not use any special characters; ITSS and the invoice must match
- b. ACT Number from GSA Form 300
- c. GSA Order Number: TBD – must match ITSS
- d. Order Number from GSA Form 300
- e. Point of Contact and Phone Number
- f. Remittance Address
- g. Period of Performance for the billing period
- h. Charges, identified by deliverable or line item(s), with a narrative description of the service performed. Reimbursable costs, and other charges (e.g., G&A) must be broken out as follows:

(1) Travel itemized by individual and trip; backup information is required to substantiate the traveler's name, dates of travel, destination, purpose of travel and cost (airfare, lodging, per diem and other expenses) for each trip. This information must be provided in sufficient detail to allow verification of JTR compliance **Attachment P: Travel Expense Summary (see document ID04140005 PWS.doc)**

(2) ODC items itemized by specific item and amount,

- i. Prompt Payment Discount, if offered

Total invoice amount must match the acceptance information posted in ITSS and cannot exceed the current task ceiling, and funding.

26.3 Invoice Submittal. A copy of the invoice must be posted in the GSA ASSIST portal (<https://portal.fas.gsa.gov>) as well as electronically to GSA Finance portal via (<http://www.finance.gsa.gov>). Invoice submissions received via hardcopy will automatically be rejected and require the vendor to re-submit electronically. The Client

Representative/COR and GSA Contract Specialist must approve the invoice in ITSS prior to payment. The invoice information posted in ASSIST must match the invoice information submitted to GSA Finance Center to initiate a receiving report. The payment information must be a three-way match with ITSS/ASSIST, GSA Finance Center, and SAM for the invoice to be successfully processed for payment. A proper invoice shall be submitted not later than ten (10) workdays of each month after completion the task or deliverables.

26.3.1 If the Contractor submits a revised invoice, the revised invoice must include: 1) a unique invoice number, 2) a brief explanation, and 3) a cross-reference to any previous invoice submittals for tracking purposes and avoiding duplication.

26.3.2 Copies of receipts, travel vouchers, etc., that have been completed in accordance with the applicable Government regulations must be retained to support charges for other than employee labor hours. Original receipts shall be maintained by the Contractor and made available to the Government upon request.

26.3.3 Reimbursable costs must not exceed the limit(s) specified in the task/contract. The Government will not pay charges that are not specifically identified in the task/contract and approved in advanced, by the Government.

26.3.4 Invoices for final payment must be so identified and submitted when the task/contract has been completed and no further charges are to be billed.

26.3.5 Payment Schedule. The Contractor shall invoice for work performed the prior month.

27.0 CONTRACT CLOSEOUT: The Contractor shall submit a final invoice and a completed and signed Release of Claims to the Contracting Officer, within six (6) months after the end of the performance period.

28.0 INCORPORATED CLAUSES:

28.1 FAR 52.252-2 Clauses Incorporated by Reference (Feb 1998). This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address:

<http://farsite.hill.af.mil/vffar1.htm>

Clause	Title	Date
52.202-1	Definitions	Jan 2012
52.203-3	Gratuities	Apr 1984

52.204-2	Security Requirements	Aug 1996
52.204-9	Personal Identity Verification of Contractor Personnel	Jan 2011
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	Jul 2013
52.212-4	Contract Terms and Conditions—Commercial Items	Sep 2013
52.217-5	Evaluation of Options	Jul 1990
52.224-1	Privacy Act Notification	Apr 1984
52.224-2	Privacy Act	Apr 1984
52.227-14	Rights in Data—General	Dec 2007
52.227-19	Commercial Computer Software License	Dec 2007
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	Dec 2013
52.239-1	Privacy or Security Safeguards	Aug 1996
52.242-13	Bankruptcy	Jul 1995
52.245-1	Government Property	Aug 2010
52.247-34	F.o.b. Destination	Nov 1991
52.251-1	Government Supply Sources	Apr 2012

DEPARTMENT OF HEALTH AND HUMAN SERVICES CLAUSES

Clause	Title	Date
352.201-70	Paperwork Reduction Act	Jan 2006
352.224-70	Privacy Act	Jan 2006
352.227-70	Publication and Publicity	Jan 2006
352.234-4	Partial earned value management system	Oct 2008
352.239-70	Standard for security configurations	Jan 2010
352.239-71	Standard for encryption language	Jan 2010
352.239-72	Security requirements for Federal information technology resources	Jan 2010
352.239-73(b) & (c)	Electronic information and technology Accessibility	Jan 2010
352.242-70	Key personnel	Jan 2006
352.242-71	Tobacco-free facilities	Jan 2006
352.242-73	Withholding of Contract payments	Jan 2006

28.2 CLAUSES INCORPORATED BY FULL TEXT

52.217-8 -- Option to Extend Services (Nov 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be

exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days within which the Contracting Officer may exercise the option.

(End of Clause)

52.217-9 -- Option to Extend the Term of the Contract (Mar 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 60 days before the contract expires; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years.

(End of Clause)

INCREMENTAL FUNDING T&M and LH:

This task order may be incrementally funded. The contractor shall not perform work resulting in charges to the Government that exceed obligated funds. The Contractor shall notify the Contracting Officer in writing whenever it has reason to believe that the costs it expects to incur under this task order in the next 60 days, when added to all costs previously incurred, will exceed 75 percent of the total amount so far allotted to the contract/order by the Government. The notice shall state the estimated amount of additional funds required to continue performance of the contract/order for the specified period of performance or completion that task.

Sixty days before the end of the period specified in the Schedule, the Contractor shall notify the Contracting Officer in writing of the estimated amount of additional funds, if any, required to continue timely performance under the contract or for any further period specified in the Schedule or otherwise agreed upon, and when the funds will be required.

The Government is not obligated to reimburse the contractor for charges in excess of the contract/order funded amount and the contractor is not obligated to continue performance or otherwise incur costs that could result in charges to the Government in excess of the obligated amount under the contract/order.

(End of Clause)

INCREMENTAL FUNDING – FIRM-FIXED-PRICE

a) Contract line item(s) ___*___ through ___*___ are incrementally funded. For these item(s), the sum of \$

* of the total price is presently available for payment and allotted to this contract. An allotment schedule is set forth in paragraph (j) of this clause.

(b) For item(s) identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those item(s) for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor is not authorized to continue work on those item(s) beyond that point. The Government will not be obligated in any event to reimburse the Contractor in excess of the amount allotted to the contract for those item(s) regardless of anything to the contrary in the clause entitled "Termination for Convenience of the Government." As used in this clause, the total amount payable by the Government in the event of termination of applicable contract line item(s) for convenience includes costs, profit, and estimated termination settlement costs for those item(s).

(c) Notwithstanding the dates specified in the allotment schedule in paragraph (j) of this clause, the Contractor will notify the Contracting Officer in writing at least ninety days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 85 percent of the total amount then allotted to the contract for performance of the applicable item(s). The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of applicable line items up to the next scheduled date for allotment of funds identified in paragraph (j) of this clause, or to a mutually agreed upon substitute date. The notification will also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of the item(s) funded pursuant to this clause, for a subsequent period as may be specified in the allotment schedule in paragraph (j) of this clause or otherwise agreed to by the parties. If after such notification additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer will terminate any item(s) for which additional funds have not been allotted, pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

(d) When additional funds are allotted for continued performance of the contract line item(s) identified in paragraph (a) of this clause, the parties will agree as to the period of contract performance which will be covered by the funds. The provisions of paragraphs (b) through (d) of this clause will apply in like manner to the additional allotted funds and agreed substitute date, and the contract will be modified accordingly.

(e) If, solely by reason of failure of the Government to allot additional funds, by the dates indicated below, in amounts sufficient for timely performance of the contract line item(s) identified in paragraph (a) of this clause, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the item(s), or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "Disputes."

(f) The Government may at any time prior to termination allot additional funds for the performance of the contract line item(s) identified in paragraph (a) of this clause.

(g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "Default." The provisions of this clause are limited to the work and allotment of funds for the contract line item(s) set forth in paragraph (a) of this clause. This clause no longer applies once the contract is fully funded except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) and (e) of this clause.

(h) Nothing in this clause affects the right of the Government to terminate this contract pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

(i) Nothing in this clause shall be construed as authorization of voluntary services whose acceptance is otherwise prohibited under 31 U.S.C. 1342.

(j) The parties contemplate that the Government will allot funds to this contract in accordance with the following schedule:

On execution of contract	\$ _____
(month) (day), (year)	\$ _____
(month) (day), (year)	\$ _____
(month) (day), (year)	\$ _____

ALTERNATE I (MAY 2006).

If only one line item will be incrementally funded, substitute the following paragraph (a) for paragraph (a) of the basic clause:

(a) Contract line item _____ is incrementally funded. The sum of \$ ____* is presently available for payment and allotted to this contract. An allotment schedule is contained in paragraph (j) of this clause.

* To be inserted after negotiation.

(End of Clause)

52.204-99 System for Award Management Registration (August 2012) (DEVIATION)

(a) *Definitions.* As used in this clause-

"Central Contractor Registration (CCR) database" means the retired primary Government repository for Contractor information required for the conduct of business with the Government.

"Commercial and Government Entity (CAGE) code" means-

(1) A code assigned by the Defense Logistics Agency (DLA) Logistics Information Service to identify a commercial or Government entity; or

(2) A code assigned by a member of the North Atlantic Treaty Organization that DLA records and maintains in the CAGE master file. This type of code is known as an "NCAGE code."

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"Data Universal Numbering System+4 (DUNS+4) number" means the DUNS number means the number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be

assigned at the discretion of the business concern to establish additional SAM records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at Subpart 32.11) for the same concern.

"Registered in the **SAM** database" means that-

- (1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the **SAM** database;
- (2) The Contractor's CAGE code is in the **SAM** database; and
- (3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS), and has marked the record "Active". The Contractor will be required to provide consent for TIN Attachment, Page 1 of 4 validation to the Government as a part of the **SAM** registration process.

"System for Award Management (**SAM**)" means the primary Government repository for prospective federal awardee information and the centralized Government system for certain contracting, grants, and other assistance related processes. It includes-

- (1) Data collected from prospective federal awardees required for the conduct of business with the Government;
- (2) Prospective contractor submitted annual representations and certifications in accordance with FAR Subpart 4.12; and
- (3) The list of all parties suspended, proposed for debarment, debarred, declared ineligible, or excluded or disqualified under the nonprocurement common rule by agencies, Government corporations, or by the Government Accountability Office.

(b)

- (1) The Contractor shall be registered in the **SAM** database prior to submitting an invoice and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.
- (2) The SAM registration shall be for the same name and address identified on the contract, with its associated CAGE code and DUNS or DUNS+4.
- (3) If indicated by the Government during performance, registration in an alternate system may be required in lieu of **SAM**.

(c) If the Contractor does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) A contractor may obtain a DUNS number-

(i) Via the internet at <http://fedgov.dnb.com/webform> or if the contractor does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office. The contractor should indicate that it is a contractor for a U.S. Government contract when contacting the local Dun and Bradstreet office.

(2) The Contractor should be prepared to provide the following information:

(i) Company legal business name.

(ii) Trade style, doing business, or other name by which your entity is commonly recognized.

(iii) Company physical street address, city, state and Zip Code.

(iv) Company mailing address, city, state and Zip Code (if separate from physical).

(v) Company telephone number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) Reserved.

(e) Processing time for registration in **SAM**, which normally takes five business days, should be taken into consideration when registering. Contractors who are not already registered should consider applying for registration at least two weeks prior to invoicing.

(f) The Contractor is responsible for the accuracy and completeness of the data within the **SAM** database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the **SAM** database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the **SAM** database to ensure it is current,

accurate and complete. Updating information in the **SAM** does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g)

(1)

(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer sufficient documentation to support the legally changed name with a minimum of one business day's written notification of its intention to-

(A) Change the name in the SAM database;

(B) Comply with the requirements of subpart 42.12 of the FAR; and

(C) Agree in writing to the timeline and procedures specified by the responsible Contracting Officer.

(ii) If the Contractor fails to comply with the requirements of paragraph (g) (1) (i) of this clause, or fails to perform the agreement at paragraph (g) (1) (i) (C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the **SAM** information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the **SAM** record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the **SAM** database. Information provided to the Contractor's **SAM** record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(h) Contractors may obtain information on registration and annual confirmation requirements via the **SAM** accessed through <https://www.acquisition.gov> or by calling 866-606-8220, or 334-206-7828 for international calls.

(End of Clause)

